

ZB# 93-16

William Harnett

67-2-4

7
Prelim.

May 24, 1993.

* Up. to amend
Sketch - done at
Subdiv. 3b - R.H.

Need:

- ① Copy of Deed. ✓
- ② " Title Rept. ✓
- ③ " Photos. ✓
- ④ Fees: \$ 50.00 ✓ 1st
250.00 ✓ 1st 1st.
- ⑤ X Notice to Sequester 6/14/93.

Public Hearing:

June 28, 1993.
Area Variance
Granted.

MADE IN U.S.A.

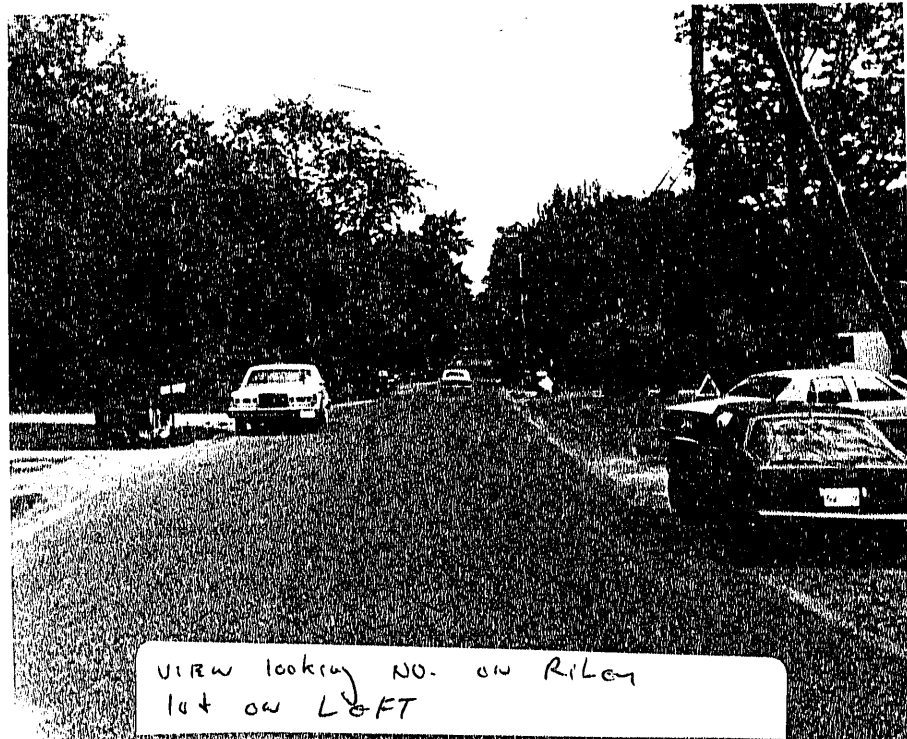
NO. R753 1/3

ESSELTE

Oxford®

Due: ~~\$ 10.50~~

93-16 - Harnett, William - area



VIEW looking NO. on RILEY
1st on LEFT



looking up BIRCH ST.



TOWN OF NEW
555 Union Ave.
New Windsor, NY 12550

VIEW up ASH. ST.

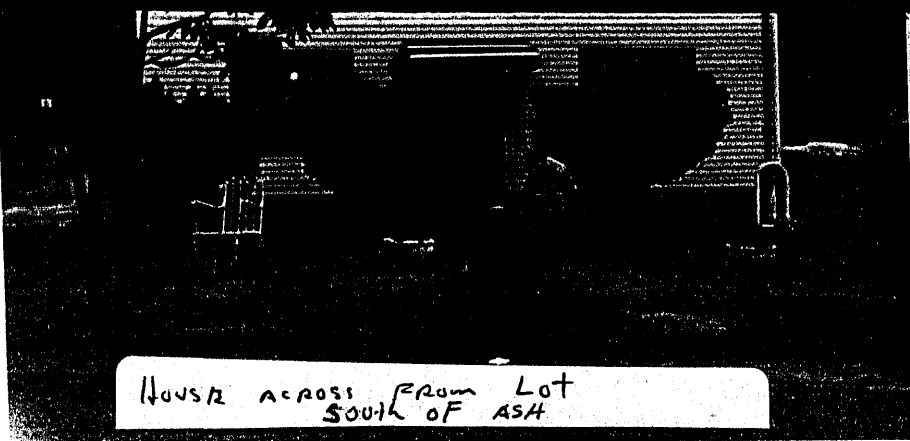
13393

Received of Lynn William Harnett June 7 1993 \$ 50.00
Fifty and 00/100 DOLLARS
For Zoning Board #93-16

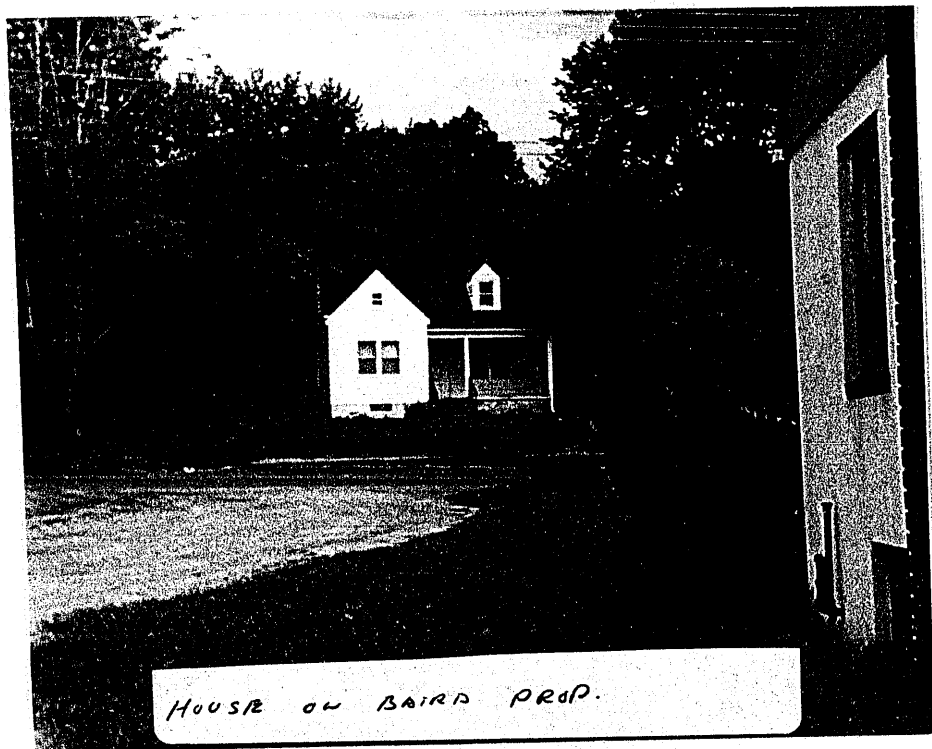
DISTRIBUTION:

FUND	CODE	AMOUNT
<u>CE# 1730</u>		<u>\$50.00</u>

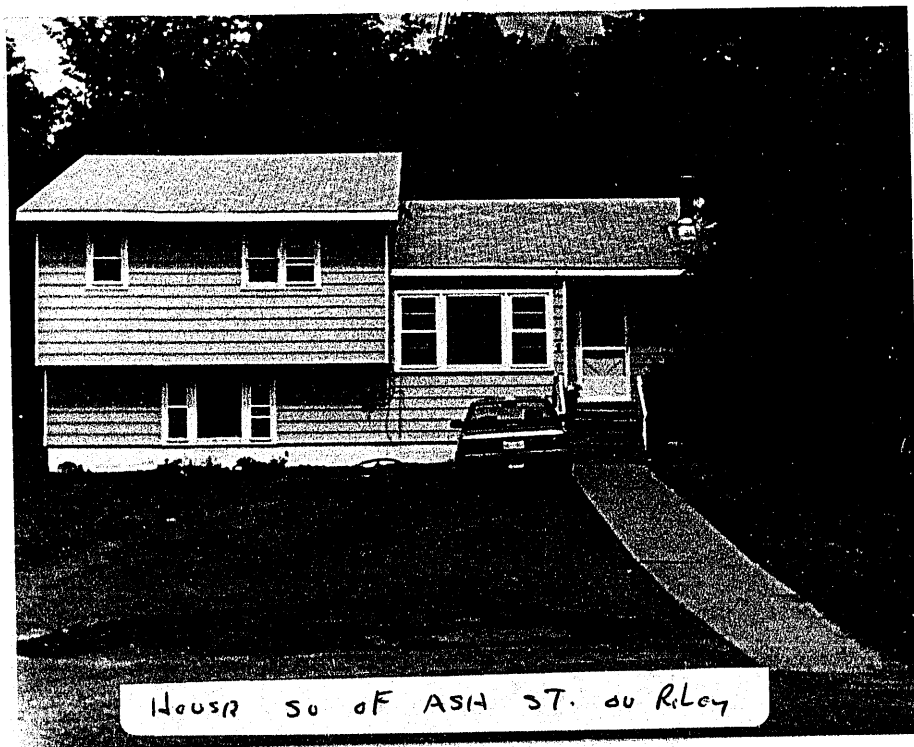
By Pauline H. Townsend
Town Clerk
Title



House across from Lot
South of Ash

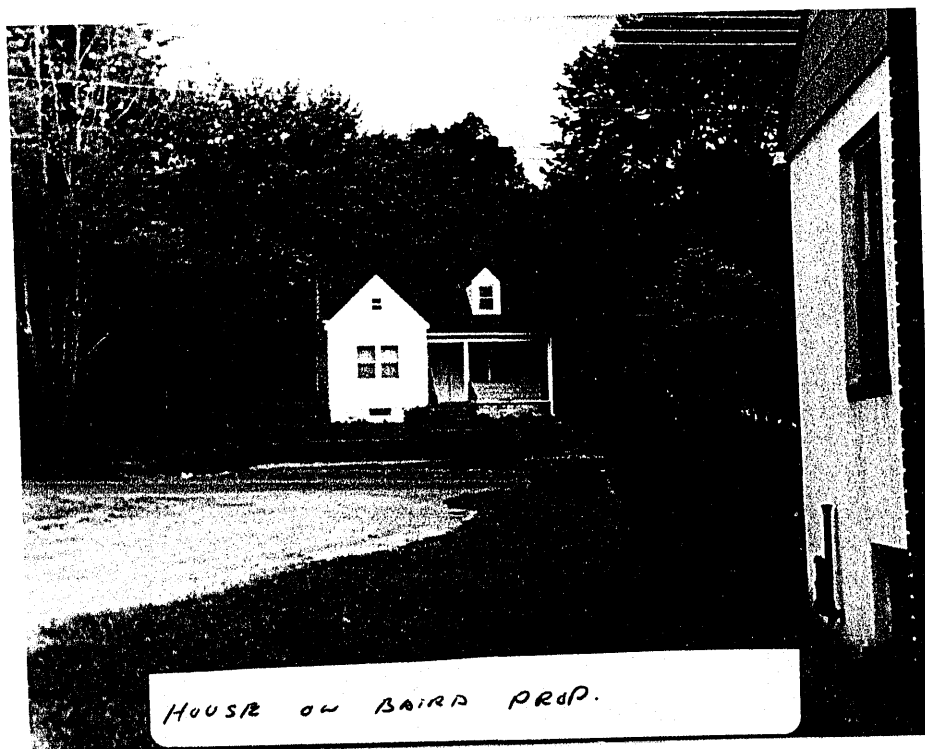
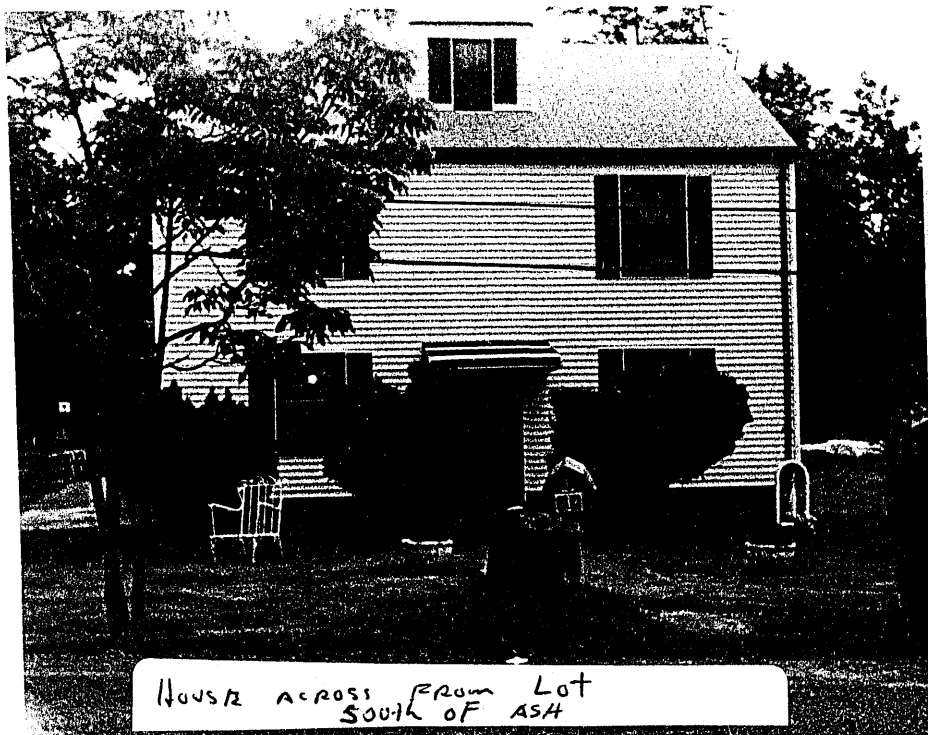


House on Baird Prep.



House south of Ash St. on Riley

#93-16-Harriet, William-area



APPLICATION FEE (DUE AT TIME OF FILING OF APPLICATION)

APPLICANT: Harnett, Am.
9 Forrest Hill Rd.
New Windsor, N.Y. 12553.

FILE # 93-16.

RESIDENTIAL: \$50.00

COMMERCIAL: \$150.00

APPLICATION FOR VARIANCE FEE \$ 50.00 paid
 * * * * * 6/7/93

ESCROW DEPOSIT FOR CONSULTANT FEES \$ 250.00 paid
 6/7/93.

DISBURSEMENTS -

STENOGRAPHER CHARGES:

PRELIMINARY MEETING - PER PAGE 5/24/93 - 4 pages. \$ 10.00
 2ND PRELIM. MEETING - PER PAGE \$
 3RD PRELIM. MEETING - PER PAGE \$
 PUBLIC HEARING - PER PAGE 6/28/93 - 9 pages. \$ 40.50
 PUBLIC HEARING (CONT'D) PER PAGE \$
 TOTAL \$ 50.50.

ATTORNEY'S FEES:

PRELIM. MEETING- .1 HRS. \$
 2ND PRELIM. HRS. \$
 3RD PRELIM. HRS. \$
 PUBLIC HEARING .2 HRS. \$
 PUBLIC HEARING HRS. (CONT'D). \$
 FORMAL DECISION 1.1 HRS. \$
 TOTAL HRS. 1.4 @ \$ 150.00 PER HR. \$ 210.00
 TOTAL \$ 210.00

MISC. CHARGES:

_____ \$
 TOTAL \$ 210.00

LESS ESCROW DEPOSIT . . . \$ 250.00
 (ADDL. CHARGES DUE) . . . \$ 10.50 due
 REFUND TO APPLICANT DUE . \$

September 12, 1994

2BAfile
93-16

2

file

HARNET

MR. NUGENT: We have a request for extension of a variance on Bill Harnet, William Harnet. I think Pat gave you all copies. And you got the letter, right?

MR. LANGANKE: Yes.

MR. TORLEY: I move we grant the applicant the extension requested, the single six month extension.

MR. KANE: Second it.

ROLL CALL

MR. TORLEY	AYE
MR. LANGANKE	AYE
MR. KANE	AYE
MR. NUGENT	AYE



1763

TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

(914) 563-4630

September 19, 1994
FAX: 914-563-4693

Mr. William R. Harnett
9 Forrest Hill Road
New Windsor, N. Y. 12553

RE: EXTENSION OF VARIANCE #93-16
SECTION 67 - BLOCK 2 - LOT 4

Dear Mr. Harnett:

This is to confirm that your request for a six (6) month extension of the above-entitled variance was granted at the September 12, 1994 meeting of the Zoning Board of Appeals. The variance is now extended to March 27, 1995.

If I can be of further assistance to you, please do not hesitate to contact me.

Very truly yours,

A handwritten signature in cursive script that reads 'Patricia A. Barnhart'.

PATRICIA A. BARNHART, Secretary
Zoning Board of Appeals

/pd

cc: Building Inspector Babcock

FR: Bill Harvett
9 RORRST HILL RD
NEW WINDSOR N.Y.
12553

Rec'd.
ZBA 9/8/94.
(PAB)

Granted
6 mos. extension

To: N.W. Zoning BOARD OF APPEALS

RRR Decision #93-16 granting ARRA UNPAID FOR SOC - 67-#2-1-4
PATRA 27 Sept 1993 —

I am currently making application to Middlesex Savings Bank.
For a construction loan for same property. I would
appreciate a 6 month extension of my UNPAID to
insure that I will obtain a loan from either M.S.B.
OR another Lending Institution. Your approval of this
extension would be greatly appreciated —

Thank
W. R. Harvett

William R. Harvett

-----x

In the Matter of the Application of

DECISION GRANTING
AREA VARIANCE

WILLIAM R. HARNETT/KAY RIEBER, ET AL,
AS POWER OF ATTORNEY FOR FRANCES
DESTEFANO

#93-16.

-----x

WHEREAS, WILLIAM HARNETT, residing on Forrest Hills Road, New Windsor, New York 12553, contract purchaser, and KAY RIEBER, et al as Power of Attorney for FRANCES DESTEFANO, 41 Knox Drive, New Windsor, N. Y. 12553, owner, have made application before the Zoning Board of Appeals for a 13,570 s.f. lot area variance to construct a single-family dwelling on a vacant lot located at the intersection of Ash Road and Riley Road in an R-3 zone; and

WHEREAS, a public hearing was held on the 28th day of June, 1993 before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

WHEREAS, applicant, WILLIAM HARNETT, appeared at the hearing and spoke in support of the application. Mr. Harnett stated that he was the contract purchaser of this parcel of property, the title to which is held in the Estate of Frances DiStefano. Mr. Harnett intends to construct a single-family residential dwelling thereon; and

WHEREAS, there were two (2) spectators appearing at the public hearing, i. e. JOHN C. MORIN and ELIZABETH MORIN, both residing on Ash Drive, who own an adjacent parcel of real property. Mr. and Mrs. Morin were not opposed to the application but were seeking information on the lot area bulk regulations and they also wanted to know if the applicant intended to reside on the premises when same was constructed. In addition, they were concerned about what was to be built on the lot in question and about preservation of a wooded area separating their house from the proposed house; and

WHEREAS, the application was unopposed; and

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following findings of fact in this matter:

1. The notice of public hearing was duly sent to residents and businesses as prescribed by law and published in The Sentinel, also as required by law.

2. The evidence shows that applicant is seeking permission to vary the provisions of the bulk regulations relating to lot area in order to construct a single-family dwelling on a vacant lot located in an R-3 zone.

3. The evidence presented by the applicant substantiated the fact that a variance for less than the allowable lot area would be required in order to construct a single-family dwelling on the lot in question which otherwise would conform to the bulk regulations in the R-3 zone.

4. The evidence presented by the applicant indicated that the present boundaries of the subject lot, as it appears on the current tax map, apparently have existed since at least the year 1952. Thus the lot, with its present lot area, has long pre-existed the adoption of the Zoning Local Law of the Town of New Windsor, New York. The instant application is required since the property has remained a vacant, pre-existing, non-conforming lot long after the adoption of Zoning in the Town of New Windsor. Consequently, the instant application for an area variance is the appropriate method for this applicant to obtain relief for the substandard lot area of the vacant lot.

5. The evidence presented by the applicant, WILLIAM HARNETT, further indicated that the lot is not contiguous to any adjacent lots in the same ownership. Apparently the Estate of Francis DiStefano does own another vacant lot in the immediate area.

6. The evidence presented at the public hearing further showed that the subject lot has an area which roughly conforms to the lot area of the nearby lots. Some lots in the neighborhood are smaller in area than the subject and others are somewhat larger, but the variation in lot sizes is not dramatic.

7. It is the finding of this Board that the requested area variance, if granted, will not blight the proper and orderly development and general welfare of the community since most of the lots in the neighborhood are of a roughly similar size and most are improved with residential dwellings.

8. The evidence presented by applicant substantiated the fact that the variance, if granted, would not have a negative impact on the physical or environmental conditions in the neighborhood since the lot area of the subject lot will not be substantially different from that of existing, already developed, lots in the neighborhood and the proposed structure will fit in well with the other residential dwellings adjacent thereto.

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following conclusions of law in this matter:

1. The requested variance will not produce an undersirable change in the character of the neighborhood or create a detriment to nearby properties.

2. There is no other feasible method available to applicant which can produce the benefit sought other than the variance procedure.

3. The requested variance is substantial in relation to the bulk regulations for lot area. However, it is the conclusion of

this Board that the granting of the requested substantial variance is warranted here because the lot, with its present lot area, pre-existed the adoption of the Zoning Local Law of the Town of New Windsor, New York, which caused the subject lot to be undersize and nonconforming. The lot dimensions of this pre-existing, non-conforming lot have remained unchanged for more than 40 years, and the lot area of the subject lot is not substantially different than many of the neighboring lots which have been improved with residential dwellings already. Consequently, it is the conclusion of this Board that construction of a single-family dwelling on the subject lot would be the most suitable use for this undersized lot and that this has minimal adverse impacts upon the neighborhood and the applicant.

4. The requested variance will not have an adverse effect or impact on the physical or environmental conditions in the neighborhood or zoning district.

5. The difficulty the applicant faces in conforming to the bulk regulations is a self-created one since the applicant failed to apply for a building permit within three years from the adoption of the Zoning Local Law of the Town of New Windsor which caused this lot to be nonconforming. The applicant is now in the process of correcting this situation by the appropriate application to this Board.

6. It is the finding of this Board that the benefit to the applicant, if the requested variance is granted, outweighs the detriment to the health, safety and welfare of the neighborhood or community by such grant.

7. It is the further finding of this Board that the requested lot area variance is the minimum variance necessary and adequate to allow the applicant relief from the requirements of the bulk regulations and at the same time preserve and protect the character of the neighborhood and the health, safety and welfare of the community.

8. The interests of justice will be served by allowing the granting of the requested lot area variance.

NOW, THEREFORE, BE IT

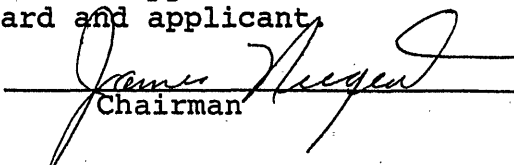
RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor GRANT a 13,570 s.f. lot area variance to allow the construction of a single-family dwelling on the applicant's vacant lot located at the corner of Ash and Riley Roads in an R-3 zone as sought by applicant in accordance with plans filed with the Building Inspector and presented at the public hearing.

BE IT FURTHER,

RESOLVED, that the Secretary of the Zoning Board of Appeals of the Town of New Windsor transmit a copy of this decision to the Town Clerk, Town Planning Board and applicant.

Dated: September 27, 1993

(ZBA DISK #8A-021993.QH)


Chairman



TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

(914)563-4630

Date: Sept. 27, 1993.
FAX: 914-563-4693

RE: ZONING BOARD OF APPEALS - APPLICATION # 93-16


Dear ZBA Applicant:

After computation of the consulting fees that were posted with your application before the Zoning Board of Appeals, the Board found that there are additional fees due and owing in the amount of \$ 10.50. (A copy of the computation list is attached).

In order to obtain a copy of your formal decision, this amount will have to be paid immediately.

Please forward a check in the above amount and I will be happy to furnish an executed copy of the formal decision.

Very truly yours,


PATRICIA A. BARNHART, Secretary
Zoning Board of Appeals

/pab

Attachment

(ZBA DISK#7-031292.FEE)

Contract of Sale

Date July 1, 1993

Seller and Purchaser agree as follows:

Parties

Sellers: ADOLPH DISTEFANO, 2702 Sandpointe Dr, Newport Richey FL 34655;
address: MAE STALLONE, 41 Knox Dr, New Windsor NY 12553; CONCETTA RIEBER, 43 Knox
Dr, New Windsor NY 12553 and JOHN DISTEFANO, 64-12 Myrtle Ave, Glendale NY
11385

Purchaser WILLIAM R. HARNETT & LYNN A. HARNETT,
address: 9 Forest Hill Rd, New Windsor NY 12553

**Purchase
agreement
Property**

1. Seller shall sell and Purchaser shall buy the Property on the terms stated in this Contract.

2. The Property is described as follows:

67-2-4

Vacant Lot, Riley Road

Town New Windsor

Orange County New York

AS PER DESCRIPTION ON SCHEDULE A ATTACHED

Buildings and
improvements
Streets,
assignment
of unpaid
awards

Fixtures,
personal
property

The sale includes:

(a) All buildings and improvements on the Property.

(b) All right, title and interest, if any, of Seller in any land lying in the bed of any street or highway, open or proposed, in front of or adjoining the Property to the center line thereof. It also includes any right of Seller any unpaid award to which Seller may be entitled (1) due to taking by condemnation of any right, title or interest of Seller and (2) for any damage to the Property due to change of grade of any street or highway. Seller will deliver to Purchaser at Closing, or thereafter, on demand, proper instruments for the conveyance of title and the assignment and collection of the award and damages.

(c) All fixtures and articles of personal property attached to or used in connection with the Property, unless specifically excluded below. Seller represents that they are paid for and owned by Seller free and clear of any lien other than the Existing Mortgage(s). They include but are not limited to plumbing, heating, lighting and cooking fixtures, fire, smoke, and burglar alarms, radio and television aerials, blinds, shades, screens, awnings, storm windows, window boxes, storm doors, mail boxes, weather vanes, flagpoles, pumps, shrubbery, clothes washers, clothes dryers, garbage disposal units, ranges, refrigerators, freezers, air conditioning equipment and installations, and wall to wall carpeting.

Excluded from this sale are:

~~Furniture and household furnishings~~

Price

3. The purchase price is \$ 16,000.00
payable as follows:

On the signing of this Contract, by check subject to
collection:\$150. of which was paid on Binder..... \$ 1,600.00

By allowance for the principal amount still unpaid
on the Existing Mortgage: \$ ---

By a Purchase Money Note and Mortgage from
Purchaser (or assigns) to Seller: \$ ---

BALANCE AT CLOSING \$ 14,400.00

The BALANCE AT CLOSING shall be paid in cash or good certified check, or official check of any bank, savings bank, trust company, or savings and loan association having a banking office in the State of New York. A check must be payable to the order of Seller, or to the order of Purchaser and duly endorsed by Purchaser (if other than a corporation) to the order of Seller in the presence of Seller or Seller's attorney.

4. ~~The Property will be conveyed subject to the continuing lien of the following mortgage ("Existing Mortgage"):~~
~~Mortgage now in the unpaid principal amount of \$ and interest at the rate of %~~
~~per year, presently payable in installments of \$ which includes principal, interest,~~

~~and with any balance of principal being due and payable on 19~~

5. If a purchase money note and mortgage is to be given it shall be drawn by the attorney for the Seller. Purchaser shall pay for the mortgage recording tax, recording fees and the charge for drawing the note and mortgage.
The purchase money note and mortgage shall provide that it will always be subject to the prior lien of any Existing Mortgage even though the Existing Mortgage is extended, consolidated or refinanced in good faith.

Schedule A

all that certain lot, piece or parcel of land situate, lying and being in the Town of Dew Windsor, Orange County, New York, and more particularly bounded and described as follows:

BEGINNING at a point in the northwesterly line of Riley Road at the southerly corner of lands now or formerly of Leo McKinney distant 254.5 feet on a course of south $40^{\circ} 39' 1''$ west measured along the northwesterly line of Riley Road from the easterly corner of lands of Walter H. and Arthur A. Gerow and the southerly corner of lands now or formerly of Salmon B. Cook and runs thence north $38^{\circ} 33'$ west 121.26 feet; thence at right angles to the last described line South $51^{\circ} 27'$ west 100 feet to the northeasterly line of a proposed street 50 feet wide; thence along the northeasterly line of said proposed street being parallel with the first described line south $38^{\circ} 33'$ east 205.31 feet, more or less, to the northwesterly line of the aforesaid Riley Road; thence along the northwesterly line of aforesaid Riley Road north $40^{\circ} 39' 1''$ east 101.8 feet to the place of beginning.

Subject to the covenant and restriction which shall run with the title to the land forever that said premises shall never be used for the sale of intoxicating liquors.

It is further understood that no dwelling is to be erected on this property with less valuation than \$5000.00

BEING AND INTENDED to be the same premises conveyed by deed dated October 18, 1952 Walter H Gerow to Frances DiStefano and recorded in Orange County Clerks Office on October 20, 1952 in liber 1247 of deeds at page 558. Said Frances DiStefano died a resident of Orange County New York on April 2, 1989 leaving a Last Will and Testament which was duly probated in Orange County Surrogate Court on April 24, 1989 whereby said premises were devised to grantees herein.

at the southerly corner of lands now or formerly of Leo McKinnon distant 254.5 feet on a course of south 40° 39' west measured along the northwesterly line of Riley Road from the easterly corner of lands of Walter H. and Arthur A. Gerow and the southerly corner of lands now or formerly of Salmon B. Cook and runs thence north 38° 33' west 191.26 feet; thence at right angles to the last described line South 51° 27' west 100 feet to the northeasterly line of a proposed street 50 feet wide; thence along the northeasterly line of said proposed street being parallel with the first described line south 38° 33' east 205.31 feet, more or less, to the northwesterly line of the aforesaid Riley Road; thence along the northwesterly line of aforesaid Riley Road north 40° 39' east 101.8 feet to the place of beginning.

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Signatures

Seller and Purchaser have signed this Contract as of the date at the top of the first page.

WITNESS

Adolph DiStefano
ADOLPH DISTEFANO, Seller
John M. DiStefano
JOHN DI STEFANO, Seller

SELLER

Mae Stallone
MAE STALLONE
Concetta Rieber
CONCETTA RIEBER
PURCHASER

SELLER'S RIDER TO CONTRACT

S-1

NOTWITHSTANDING any other provisions of the aforesaid contracts to the contrary, it is specifically agreed and understood as follows:

1. Seller shall give and purchaser shall accept such title as a member of the New York State Board of Title Underwriters will be willing to approve and insure in accordance with their standard form of title policy subject only to the matters provided for in this contract. Purchaser agrees that no less than ten (10) days prior to the date fixed herein for the closing of title, Purchaser shall deliver to the Seller's attorney any and all title objections raised by the purchaser's title insurance company. Any title objections not delivered to Seller's attorney as aforesaid shall be deemed waived. In the event closing cannot be held due to any defect in the title seller shall have no obligation to correct same and shall refund the downpayment whereupon the contract shall be terminated without further liability to either party.

2. Downpayment shall be held in escrow by seller's attorney until closing. All downpayment amounts shall be deposited in an IOLA interest-bearing special bank account in the escrow holder's own name and not commingled with the escrow holder's personal funds. The escrow holder is acting as a stakeholder only. In the event of a threatened dispute, the escrow holder may be relieved of responsibility of the disputed amount by paying it into court.

3. The balance due at closing shall be paid in cash or certified check or official check of any savings institution having a banking office in the State of New York. A check must be payable to the order of the Seller or to the order of purchaser and duly endorsed by Purchaser to the order of the Seller in the presence of the Seller or the Seller's attorney.

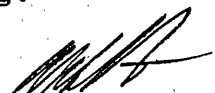
4. Any errors or omissions in computing apportionments or any other amounts due either party by reason of this transaction shall be corrected. This provision shall survive closing.

5. Purchasers have inspected the property and understand that it is sold in an "as is" condition as of the date of this contract. Except as herein specifically set forth, neither the seller nor anyone on seller's behalf has made any representation as to the physical condition of the real property or personalty which are the subject of this agreement, nor with respect to use or occupancy thereof nor of any other matter or thing affecting or relating to the premises, furnishings or articles of personal property included in this sale, and the purchaser specifically disclaims the making of any such representation by the seller or by anyone on seller's behalf and the purchaser specifically disclaims reliance thereon. Premises consist of vacant land.

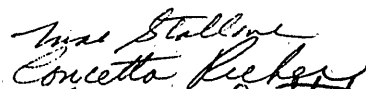
6. If Purchaser defaults hereunder, Seller's sole remedy shall be to retain as liquidated damages the downpayment mentioned in Paragraph 3., it being agreed that Seller's damages in case of Purchaser's default might be impossible to ascertain and that the downpayment constitutes a fair and reasonable amount of damages in the circumstances.

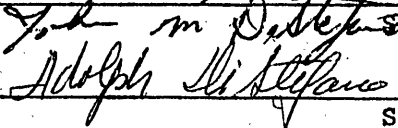
7. This instrument shall be considered only as an offer on the part of Purchaser and shall not be enforceable against the Sellers until the same and all of its terms and conditions are approved by the Sellers and this instrument executed and delivered by and on behalf of the Sellers. This contract has been prepared and forwarded without prior review by the Seller as to specific terms. Accordingly, this contract is subject to approval by Seller.

8. Purchaser acknowledges and agrees that the delivery of the deed herein constitutes full compliance with the terms, covenants and conditions of this Contract, including any and all addendums and/or riders annexed thereto, and moreover that none of the terms hereof or of such addendum and/or rider, except those specifically made to survive title closing, shall survive title closing.



Lynn A. Barnett
Purchaser



Concetta Reber
Seller


Adolph N. Stefano
Seller

RIDER TO CONTRACT OF SALE

DATED:

1. In the event that there is a conflict between the language contained in this rider and that of the form contract or first rider annexed thereto (if any), the language of this rider shall control.
2. Sellers agree to reimburse purchasers for sums advanced for the purpose of obtaining a variance to construct a single family dwelling upon the premises to be conveyed herewith, as follows: Purchasers agree to pay the first \$250.00 of expenses incurred pertaining to the obtaining of said variance; sellers agree to pay all expenses incurred pertaining to the obtaining of said variance in excess of \$250.00 to \$500.00; the parties hereto agree to share in even amounts all expenses incurred pertaining to obtaining said variance exceeding \$500.00.
3. Sellers agree to allow purchasers and such persons as have been retained by purchasers to conduct the various surveys and inspections provided for herein access to the premises at reasonable times and upon reasonable notice to sellers for the purpose of conducting such inspections, tests, surveys and reports as are authorized herein.

William R. Harnett
WILLIAM R. HARNETT, Purchaser

Lynn A. Harnett
LYNN A. HARNETT, Purchaser

Maie Stallone
MAE STALLONE, Seller

Concetta Rieber
CONCETTA RIEBER, Seller

Adolph Distefano
ADOLPH DISTEFANO, Seller

John M. Distefano
JOHN M. DISTEFANO, Seller

20. This Contract shall apply to and bind the distributees, executors, administrators, successors and assigns of the Seller and Purchaser.
If there are more than one Purchaser or Seller the words "Purchaser" and "Seller" used in this Contract in-

The Property is to be conveyed subject to:

(a) Applicable zoning and governmental regulations that affect the use and maintenance of the Property provided that they are not violated by buildings and improvements on the Property.

(b) Conditions, agreements, restrictions and easements of record.

(c) Any state of facts an inspection or survey of the Property may show if it does not make the title to the Property unmarketable.

(d) Existing tenancies.

(e) Unpaid assessments payable after the date of the transfer of title.

Use of
purchase
price to pay
encumbrances

7. Seller may pay and discharge any liens and encumbrances not provided for in this Contract. Seller may make payment out of the balance of the Purchase Price paid by Purchaser on the transfer of title.

Deed and
transfer
taxes

8. At the Closing Seller shall deliver to Purchaser a BARGAIN & SALE with covenant deed so as to convey a fee simple title to the Property free and clear of all encumbrances except as stated in this Contract. The deed shall be prepared, signed and acknowledged by Seller and transfer tax stamps in the correct amount shall be affixed to the deed, all at Seller's expense. The deed shall contain a trust fund clause as required by Section 13 of the Lien Law.

Adjustments
at closing

9. The following are to be apportioned pro-rata to the date of transfer:

(a) Rents as and when collected.

(b) Interest on the Existing Mortgage.

(c) Taxes, water rates and sewer rents based on the fiscal period for which assessed.

(d) Premiums on existing transferable insurance policies and renewals on those expiring prior to closing.

(e) Fuel, if any.

(f) Deposits in escrow held under Existing Mortgage.

Water meter
readings

10. If there is a water meter on the Property, Seller shall furnish a reading to a date not more than thirty days prior to the time herein set for Closing. The unfixed meter charge and sewer rent, if any, shall be apportioned on the basis of this last reading.

Fire, other
casualty

11. This Contract does not provide for what happens in the event of fire or casualty loss before the title closing. Unless different provision is made in this Contract, Section 5-1311 of the General Obligations Law will apply.

Condition of
Property

12. Purchaser has inspected the buildings and improvements on the Property and the personal property included in this sale. Purchaser agrees to take title "as is" and in their present condition subject to reasonable use and natural deterioration between now and the time of closing.

Seller unable
to convey,
liability

13. If Seller is unable to convey title in accordance with this Contract, Seller's only liability is to refund all money paid on account of this Contract and pay charges made for examining title.

Closing date
and place

14. The Closing will take place at the office of ALFRED F CAVALARI PC., 283 Windsor Hwy, New

Windsor NY 12553

at 2:00 P .M.

on or about 8/18/ 1993 .

Broker

15. Purchaser represents that Purchaser has not dealt with any broker in connection with this sale other than

KAHN INC. REALTORS

and Seller agrees to pay broker the commission earned (pursuant to separate agreement with broker) on actual closing of title except for willful default by sellers.

Purchaser's
lien

16. All money paid on account of this Contract, and the reasonable expenses of examination of the title to the Property and of any survey and inspection charges are hereby made liens on the Property. The liens shall not continue after default by Purchaser.

Notice

17. Any notice or other communication from one party to the other shall be in writing and sent by registered or certified mail in a postpaid envelope addressed to the party at the address above. The address above may be changed by notice to the other party.

Entire
Agreement

18. All prior understandings and agreements between Seller and Purchaser are merged in this Contract. This Contract completely expresses their full agreement and has been entered into after full investigation. Neither party is relying upon statements made by anyone that is not a party to this Contract.

No Oral
Change
Successors

19. This Contract may not be changed or ended orally.

Multiple
Parties

20. This Contract shall apply to and bind the distributees, executors, administrators, successors and assigns of the Seller and Purchaser.

21. If there are more than one Purchaser or Seller the words "Purchaser" and "Seller" used in this Contract includes them.

Signatures

Seller and Purchaser have signed this Contract as of the date at the top of the first page.

Use of
purchase
price to pay
encumbrances

Deed and
transfer
taxes

Adjustments
at closing

Water meter
readings

Fire, other
casualty

Condition of
Property

Seller unable
to convey,
liability

Closing date
and place

Broker

Purchaser's
lien

Notice

Entire
Agreement

No Oral
Change
Successors

Multiple
Parties

Signatures

7. Seller may pay and discharge any liens and encumbrances not provided for in this Contract. Seller may make payment out of the balance of the Purchase Price paid by Purchaser on the transfer of title.

8. At the Closing Seller shall deliver to Purchaser a BARGAIN & SALE with covenant deed so as to convey a fee simple title to the Property free and clear of all encumbrances except as stated in this Contract. The deed shall be prepared, signed and acknowledged by Seller and transfer tax stamps in the correct amount shall be affixed to the deed, all at Seller's expense. The deed shall contain a trust fund clause as required by Section 13 of the Lien Law.

9. The following are to be apportioned pro-rata to the date of transfer:

- (a) Rents as and when collected.
- (b) Interest on the Existing Mortgage.
- (c) Taxes, water rates and sewer rents based on the fiscal period for which assessed.
- (d) Premiums on existing transferable insurance policies and renewals on those expiring prior to closing.
- (e) Fuel, if any.
- (f) Deposits in escrow held under Existing Mortgage.

10. If there is a water meter on the Property, Seller shall furnish a reading to a date not more than thirty days prior to the time herein set for Closing. The unfixed meter charge and sewer rent, if any, shall be apportioned on the basis of this last reading.

11. This Contract does not provide for what happens in the event of fire or casualty loss before the title closing. Unless different provision is made in this Contract, Section 5-1311 of the General Obligations Law will apply.

12. Purchaser has inspected the buildings and improvements on the Property and the personal property included in this sale. Purchaser agrees to take title "as is" and in their present condition subject to reasonable use and natural deterioration between now and the time of closing.

13. If Seller is unable to convey title in accordance with this Contract, Seller's only liability is to refund all money paid on account of this Contract and pay charges made for examining title.

14. The Closing will take place at the office of ALFRED F CAVALARI PC., 283 Windsor Hwy, New Windsor NY 12553 at 2:00 P .M. on or about 8/18/ 1993 .

15. Purchaser represents that Purchaser has not dealt with any broker in connection with this sale other than KAHN INC. REALTORS and Seller agrees to pay broker the commission earned (pursuant to separate agreement with broker) on actual closing of title except for willful default by sellers.
16. All money paid on account of this Contract, and the reasonable expenses of examination of the title to the Property and of any survey and inspection charges are hereby made liens on the Property. The liens shall not continue after default by Purchaser.

17. Any notice or other communication from one party to the other shall be in writing and sent by registered or certified mail in a postpaid envelope addressed to the party at the address above. The address above may be changed by notice to the other party.

18. All prior understandings and agreements between Seller and Purchaser are merged in this Contract. This Contract completely expresses their full agreement and has been entered into after full investigation. Neither party is relying upon statements made by anyone that is not a party to this Contract.

19. This Contract may not be changed or ended orally.

20. This Contract shall apply to and bind the distributees, executors, administrators, successors and assigns of the Seller and Purchaser.

21. If there are more than one Purchaser or Seller the words "Purchaser" and "Seller" used in this Contract includes them.

WITNESS

ADOLPH DISTEFANO, Seller

JOHN DI STEFANO, Seller

SELLER

MAE STALLONE

CONCETTA RIEBER
PURCHASER

WILLIAM R. HARNETT

LYNN A. HARNETT



1763

TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

(914)563-4630

August 18, 1993
FAX: 914-563-4693

Mr. William Harnett
9 Forrest Hill Road
New Windsor, N. Y. 12553

RE: APPLICATION FOR LOT AREA VARIANCE #93-16

Dear Bill:

Upon reviewing the above file I find that we did not receive either a copy of the contract of sale from the Estate of Frances DeStefano to you (or a copy of your deed if title has passed), or a proxy letter from the administratrix of the estate which states that you are under contract to purchase tax lot Section 67, Lot 2, Block 4.

In order to prepare the formal decision which will allow you to receive a building permit, I will need copies of either of the above documents.

Thank you for your anticipated cooperation.

Very truly yours,

PATRICIA A. BARNHART, Secretary
Zoning Board of Appeals

cc: Building Inspector

Date 7/1/93, 19.....

TOWN OF NEW WINDSOR

TOWN HALL, 555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

TO Frances Roth, 172 Moores Hill Rd DR.

New Windsor, NY 12553

DATE			CLAIMED	ALLOWED
7/1/93		Zoning Board	75 00	
		Misc - 3		
		Metromedia - 1 - 4.50.		
		KWG - 11 - 49.50.		
		Harnett - 9 - 40.50.		
		Mugnano - 13 - 58.50		
		Maroulis - 6 - 27.00.		
		Berry - 4 - 18.00.		
		48.00	216 00	
			291 00	

HARNETT, WILLIAM

MR. TORLEY: Request for 13,570 s.f. lot area variance to construct single-family residence at corner of Ash & Riley Road in an R-3 zone.

Mr. William Harnett appeared before the board for this proposal.

MR. HARNETT: On 30 April, I applied for a building permit and found out that I was short in lot size. May 5, my approval was, my permit was denied and we met late last month for discussion. Since that time, I've completed all the forms on my application for variance and have been submitted it to the office which has hopefully been reviewed and tonight I want to address the concerns of the Zoning Board that might effect the decision making process on granting me that area variance. Firstly, I believe only positive changes will be produced on that site if I am granted the building permit. It will provide affordable housing, upgrade the neighborhood and provide rateables for the Town. Secondly, the benefits sought after for myself, the seller and ultimately the neighborhood can only be achieved by granting that variance. Due to the fact that it is been for sale for a couple of years none of the neighbors have made offers on the particular property itself, currently in an estate situation and it's to the benefit of the seller and myself only if it is a buildable lot. Thirdly, is the variance required substantial. I don't believe so. All contiguous properties and the majority of the properties within 500 feet are approximately the same size, some smaller, some larger. Four, would there be any adverse effect or impact the physical or environmental conditions in the neighborhood? Definitely not. The lot is wooded as are a lot of the lots in that area and when I do construct something on it, all substantial trees will be maintained. There's sewer at the sites, there will be no septic concerns and the house constructed will be consistent with the houses in the neighborhood. Fifth, I understand the Town attorney has reviewed the current title search that I have provided and that lot has been of that configuration for at least 40 years. So in lieu of all the above, I believe that lot should

receive an area variance for construction of a single family dwelling.

MR. LUCIA: We discussed at the last meeting the perspective purchaser, did we discuss permission from the owner, was he present at that point.

MR. HARNETT: The owner was not present but I have provided you a Bill of Sale, rather a binder from Kahn Realtors that involved Kay Reber (phonetic) and others for the Estate of Francis DeStephano of which she she was sent that information because she's the owner or record of other properties within 500 feet.

MR. LUCIA: We have nothing in the file. Was that in the building inspector's file? I'm just going from memory at least I haven't seen a copy.

MR. HARNETT: I've only been representing, in lieu of the signed purchase agreement by Mrs. Reber for the Estate of Francis DeStephano.

MR. LUCIA: That has now been signed?

MR. HARNETT: Yes.

MR. LUCIA: If I could have you amend the sketch in the file a question came up at the preliminary that the sketch showed 30 foot setback on Riley Road.

MR. HARNETT: I appended that to read whatever how house I put would conform to all the front, back and side yard requirements.

MR. LUCIA: The sketch we have in the file still shows 30, I'd just like you to initial and amend that to show that it is 35.

MR. HARNETT: Certainly. That is incorrect.

MR. LUCIA: We have two copies if you can show that as 35 plus however you want to do it. Just to reiterate a couple things, I think you mentioned that most of the neighboring lots were of a smaller size?

No documents
in file

MR. HARNETT: All the properties that border this property are just a couple of feet larger. I have pictures of all the properties in the neighborhood that I have given you. There are some that are a little larger, some smaller, some that are bungalow type residences on them that date back numerous years.

MR. LUCIA: So your proposed lot size would not depart significantly from the character of the neighborhood?

MR. HARNETT: If anything, it would enhance the values of the existing properties in the area.

MR. LUCIA: Would not be undesirable change?

MR. HARNETT: No, definitely positive change.

MR. LUCIA: Any other way you can achieve this benefit other than an area variance?

MR. HARNETT: No. As I described that the best way to do it for all parties concerned would be to construct a house on that shy half acre and it would benefit myself, the seller and the neighborhood.

MR. LUCIA: Is this variance request substantial, that is really in terms of numbers?

MR. HARNETT: In terms of numbers, 13,000 plus square foot looks like a lot on paper, with respect to the existing 19,000 plus but when you take picture and draw a 500 foot circle, it's consistent with the properties in the area. It's larger and nicer and it's a corner.

MR. LUCIA: And I think you mentioned this lot has had this configuration for how long?

MR. HARNETT: The title I provided you was at least since 1952.

MR. LUCIA: And there will be no adverse effect or impact on physical or environmental conditions in the neighborhood?

MR. HARNETT: No, definitely positive.

MR. LUCIA: This difficulty was not self-created?

MR. HARNETT: Only, yeah, to the extent that I am here stating my reasons for the variance but the lot has been in existence for 50 years.

MR. LUCIA: Thank you for providing copy of the deed and search that refers to certain covenants, restrictions and easements which effect the title to most properties. Is there anything in there to your knowledge which would prohibit you from constructing the dwelling you propose to construct on this lot should we grant you a variance?

MR. HARNETT: Not that I can read into the title.

MR. LUCIA: Thank you.

MR. TORLEY: In that case, we'll open it up to the public. Please try not to be repetitious, that is all.

MRS. ELIZABETH MORIN: I am Elizabeth Morin, this is my husband, John, we borderline on the property evidently you're the purchaser?

MR. TORLEY: Which lot would be yours?.

MRS. MORIN: We're the end, you can't go any further.

MR. TORLEY: I believe that is lot #5 on our map.

MRS. MORIN: Yes, yes.

MR. LUCIA: Take a look at the tax map just to describe your lot, this lot #4 is the one also?

MRS. MORIN: We're right here.

MR. LUCIA: You're welcome to comment on the variance.

MR. MORIN: In the Town of New Windsor, what's the building lot that you recommend or request?

MR. TORLEY: The requirement in that zone I believe is

32,000 square feet, the lot requested has 19,100.

MR. MORIN: You're talking little over an acre?

MR. TORLEY: 2/3 of an acre, this is a little less than half.

MR. MORIN: Are you purchasing this yourself to build to sell or builds for yourself?

MR. HARNETT: I'm purchasing this as a rental property for myself. I'm going to build attentively three bedroom two bath cape, nice house, brand new and rent it three to five years either turn around and move in myself or at that time perhaps sell it. It's an identical piece of property as to the Morin's piece of property.

MR. LUCIA: I think what the gentleman means looking at the dimensions on tax map assuming they are correct the lot size is just about exactly as your lot.

MR. MORIN: I had looked into that. You said nobody wanted to purchase, neighboring properties, number one they wanted 30 for the lot and I wouldn't pay it at the time you have to come for a variance to buy it or build on that and that is the reason why I never approached the real estate people to do that so that I would make my profit.

MR. LUCIA: He's here now looking for a variance to allow him to build so you are now facing that issue.

MR. MORIN: I know just comment that he made earlier nobody offered to buy that property at that price.

MR. LUCIA: This board has 5 specific factors that it needs to base its issue on that is what you yeard. If you have anything to say that is relevant to any of those the board would be happy to hear your impression so specifically if you feel that granting this variance would produce an undesirable change in the character of the neighbor or create a detriment to nearby properties such as yours, the board would like to hear your opinion of that.

MRS. MORIN: The rental part bothers me because you do get undesirables coming into the neighborhood and with rentals, it's difficult to remove the individuals, it causes a lot of havoc along the way.

MR. LUCIA: I appreciate your concern and I think everyone on the board hears your concern but unfortunately, that is not something this board can predicate its decision. On as long as he builds a dwelling that conforms with the building and zoning code of the Town, whether he chooses to live in it himself or rent it, it's his decision. We cannot predicate a zoning variance on owner occupied. It has to do with dimensions.

MRS. MORIN: Can we see what the structure is going to look like and how far away from our home it is going to be?

MR. HARNETT: I've provided a tentative plan on a house which is going to be built. My perspective plan is to put the front of the house facing Riley Road 30 feet off Riley giving the 35 feet, giving 150 feet from the back yard of my house before your property.

MRS. MORIN: Would this be chopped off or are you going to leave this basically as is?

MR. HARNETT: Back 50 feet is going to be woods. My cost would be prohibitive if I wanted to clear the whole lot and I don't want to ruin the character of the area. The only thing in the front that is going to be cleared is the side yards, approximately 20 foot, 35 feet to the front of the house and to have a nice back yard here.

MRS. MORIN: How much footage is back here?

MR. HARNETT: 100 feet of woods between our back yard and the side yard of your residence, at least 100 feet, more than 100 by probably 120 feet of woods to your side yard where your driveway is and the back of this house. My tentative drive is going to be off Ash, it's going to be a shale drive because I didn't want to tar,

there's another cost factor because I wanted to go through here but you're going to be 120 plus feet, your house.

MR. MORIN: There's a 120 feet.

MR. HARNETT: I chose 205 feet from the front of Riley Road to your property just as your property is 205 feet to the next parcel, I paced it off from Riley and I got 201, this says 205, I don't know how true that is on my survey I got Dillon out in Goshen is going to be coming over to do the survey for me.

MR. TORLEY: In that case, what you're predicating your lot size on is the tax map or survey?

MR. HARNETT: I haven't done a survey. I'm using strictly going from the tax map and the last deed as provided to the Town attorney which describes the metes and bounds description comperable to the tax map deed.

MR. LUCIA: The thrust of the chairmans question should the board grant you a variance going on the numbers that you are presenting to us, if your survey should determine that is inaccurate and you really needed say a larger variance, in terms of square footage than you are applying for, you're going to be back here.

MR. HARNETT: I would, I'm 99 percent that those would be plus or minus a couple of feet, and wouldn't be substantial with what we're asking for.

MR. MORIN: Hopefully, you're right. Sometimes it's a lot less, that is all I'm asking. I'm living there and I'm saying if you are going to go 30 feet off the road and another 30 feet, you're not going to have that much.

MR. HARNETT: 200 foot depth to your driveway even if I went 50 feet off the road for the house and lot we're talking 150 feet. It would be at least 120 from the cleared back yard to the side yard of your house.

MR. TORLEY: Sir, do you have any feelings one way or the other? Are you opposed to the granting of a

variance or not?

MRS. MORIN: We were mainly concerned about the wooded area beside us and bordering with us, it is a beautiful view and we thought maybe you're going to rip that all down.

MR. HARNETT: No. My thoughts are to keep all that and just clear the minimum amount necessary to do a little Cape Cod.

MRS. MORIN: That was the only thing I have in mind.

MR. HARNETT: In two months I'll be back for the one across the street. Are you going to be here?

MRS. MORIN: Most likely.

MR. HARNETT: This one lot number 2 across your house.

MR. MORIN: Who owns it?

MR. HARNETT: I'm tentatively going to be the owner.

MR. MORIN: Wait a minute now, let's get into that one. If you do get a variance for that lot or somebody else owns the other one, that could not get a variance for what he wants to do over there, it's going to be a problem.

MR. LUCIA: Before you go just for the record, considering just this lot the one that is now before the board lot #4, you have no objection?

MRS. MORIN: Not from what I can see, no, it's fine.

MR. HARNETT: I appreciate that.

MR. TORLEY: Anyone else who wishes to speak on this one? Seeing no one else in the audience on this matter, I'll close the public hearing and return it to the members of the board. Any other questions gentlemen?

MR. TANNER: None here.

June 28, 1993

22

MR. TORLEY: I'll entertain a motion.

MR. TANNER: Make a motion we grant the variance.

MR. HOGAN: Second it.

ROLL CALL

MR. TORLEY	AYE
MR. HOGAN	AYE
MR. TANNER	AYE
MR. LANGANKE	AYE

TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE

93-16

Date: 6/4/93

I. ✓ Applicant Information:

- (a) William R. Harvitt 9 Forrest Hill RD. NEW WINDSOR N.J. 562-6068
(Name, address and phone of Applicant) (Owner)
- (b) FRANCIS BESTEFAO / c/o Rieber et al. 41 KNOX DR. NEW WINDSOR N.J.
(Name, address and phone of purchaser or lessee)
- (c) _____
(Name, address and phone of attorney)
- (d) BOND CONSTRUCTION MARQUE N.J.
(Name, address and phone of contractor/engineer/architect)

II. Application type:

- ☐ Use Variance ☐ Sign Variance
- ☒ Area Variance ☐ Interpretation

III. ✓ Property Information:

- (a) R-3 Inver of Ash + Riley RD. 672.4 19,100 sq ft
(Zone) (Address) (S B L) (Lot size)
- (b) What other zones lie within 500 ft.? NONE
- (c) Is a pending sale or lease subject to ZBA approval of this application? YES
- (d) When was property purchased by present owner? 1952
- (e) Has property been subdivided previously? NO
- (f) Has property been subject of variance previously? NO
If so, when? _____
- (g) Has an Order to Remedy Violation been issued against the property by the Building/Zoning Inspector? N/A
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail: N/A

IV. Use Variance. N/A

- (a) Use Variance requested from New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____, to allow:
(Describe proposal) _____

^{N/A}
 (b) The legal standard for a "use" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

N/A

V. ✓ Area variance:

(a) Area variance requested from New Windsor Zoning Local Law, Section 48-12, Table of USE/Bulk Regs., Col. (C).

<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Min. Lot Area <u>32,670</u>	<u>19,100</u>	<u>13,570 s.f.</u>
Min. Lot Width		
Reqd. Front Yd.		
Reqd. Side Yd.		
Reqd. Rear Yd.		
Reqd. Street Frontage*		
Max. Bldg. Hgt.		
Min. Floor Area*		
Dev. Coverage* %	%	%
Floor Area Ratio**		
Parking Area		

* Residential Districts only

** No-residential districts only

✓ (b) In making its determination, the ZBA shall take into consideration, among other aspects, the benefit to the applicant if the variance is granted as weighed against the detriment to the health, safety and welfare of the neighborhood or community by such grant. Also, whether an undesirable change will be produced in the character of the neighborhood or a detriment to nearby properties will be created by the granting of the area variance; (2) whether the benefit sought by the applicant can be achieved by some other method feasible for the applicant to pursue other than an area variance; (3) whether the requested area variance is substantial; (4) whether the proposed variance will have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district; and (5) whether the alleged difficulty was self-created. Describe why you believe the ZBA should grant your application for an area variance:

- 1- Only possible changes in land use new const. will upgrade neighbor hood area values in area
- 2- Not possible - to be of value to both seller & buyer lot needs to be buildable
- 3- Substantial? No All contiguous properties are on same or smaller lots same within 500 ft.
- 4- All trees of substance will try to be saved - same in area in Septic - Const. will be consistent with houses in area
- 5- Zoning change was created by board property has been the same since 1952 and pre-dates any zoning change.

(You may attach additional paperwork if more space is needed)

VI. Sign Variance: *N/A*

(a) Variance requested from New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____.

	<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Sign 1	_____	_____	_____
Sign 2	_____	_____	_____
Sign 3	_____	_____	_____
Sign 4	_____	_____	_____

(b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or over size signs.

N/A
(c) What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

VII. Interpretation. *N/A*

(a) Interpretation requested of New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____.

(b) Describe in detail the proposal before the Board:

✓ VIII. Additional comments:

(a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or upgraded and that the intent and spirit of the New Windsor Zoning is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

As a Town Resident and Tax Payer I would not adversely affect properties without thought given to its impact on the neighborhood and the effect on the residents- when possible all trees / stone walls / etc will be saved and buildings will be consistent with the ARRA.

✓ IX. Attachments required:

- ☒ Copy of referral from Bldg./Zoning Insp. or Planning Bd.
- ☒ Copy of tax map showing adjacent properties.

SEARCH

against

FRANCES DI STEFANO

Affecting lands in the

Town of New Windsor

HOMESTEAD ABSTRACT COMPANY

OF ORANGE COUNTY, INC.

P.O. Box 698

12 Scotchtown Avenue

Goshen, New York 10924

(914) 294-6459

Search

FILE NO. .93-161.....
67-2-4 tax desig.

Homestead Abstract Company of Orange County, Inc., Does Hereby Certify,
That it has caused the Indices and Dockets in the County Clerk's Office of Orange County, N. Y., to be searched for Deeds, General Assignments, uncanceled Mortgages and Mortgages to Loan Commissioners, executed by, and uncanceled Lispendens, Collector's Bonds, Sheriff's Certificates of Sale, Orders Appointing Receivers, Insolvent Assignments, Foreclosures by Advertisement, Homestead Exemptions, Contracts for Building Loans, Federal Tax Liens, Bail Bond Liens and Individual Surety Bond Liens, docketed against the following person or persons, corporation or corporations, during the period or periods stated; and for uncanceled Mechanics' Liens docketed during the period or periods stated, but for not more than two years prior to date of this certificate, and for Financing Statements docketed as affecting real property under the Uniform Commercial Code

Gilbert H. Gerow from September 15, 1897 to January 21, 1941.

Alletta R. Gerow a/k/a Alletta or Remsen Lente Gerow from March 18, 1911 to January 21, 1941.

Lyman Abbott Gerow and Gilbert Westcott Gerow, as Executors of Alletta R.L. Gerow from February 11, 1934 to January 21, 1941.

Lyman Abbott Gerow from February 11, 1934 to March 18, 1941.

Gilbert Westcott Gerow from February 11, 1934 to October 20, 1945.

Arthur Riker Gerow from February 11, 1934 to June 27, 1952.

Walter Haviland Gerow a/k/a Walter H. Gerow from February 11, 1934 to October 21, 1952.

Frances DiStefano from October 17, 1952 to June 1, 1993.

and also that it has caused the Dockets of Judgments, in said office, to be searched for unsatisfied Judgments and Transcripts of Judgments docketed against

Frances DiStefano from June 1, 1983 to June 1, 1993.

And finds as follows, viz: -Affecting lands in the Town of New Windsor, Orange County, New York as described in a deed executed by Walter H. Gerow to Frances DiStefano dated October 18, 1952 and recorded in Book 1247 page 558.

N528,500
E571,500

Lewis W. Y. McCroskery,

Referee

to

Gilbert H. Gerow

Referee's Deed

Dated September 16, 1897

Cons. \$2000

Adk. September 16, 1897

Rec. September 17, 1897

Book 431 page 539

Recites action in Supreme Court between Gilbert H. Gerow plaintiff and Henry VanCleft and Caroline S. VanCleft his wife, Sarah J. Still, Alletta H. Gerow, George A. Lamoreaux, Francis Lynch and William H. Hallock Defendants.

Conveys:

The right title and interest that said defendants Henry VanCleft and Caroline S. VanCleft his wife had on the twelfth day of December 1876 or which they or either of them, or any of the defendants in said action had at any time thereafter of in and to

All that tract or parcel of land situate in the Town of New Windsor Orange County New York at Vails Gate in said Town and bounded and described as follows, Beginning at a point in the center of the turnpike road leading from Newburgh to Goshen at the corner of lands of Wesley Still and runs thence along the center of said Turnpike road North sixty two degrees East three hundred and thirty two feet, thence along the same North sixty degrees five minutes East one hundred and sixty five feet six inches to lands of the Newburgh branch of the Erie Railroad Company. Thence along the same North thirty six degrees and thirty minutes East four hundred and ten feet to corner of lands of the heirs of Salmon B. Cook. Thence along the same North

thence along the same North forty two degrees ten minutes West
six hundred and ninety four feet to a corner, thence along the
same north forty seven degrees thirty minutes East forty six
feet six inches to the center of a road, thence along the center
of the same north sixty one degrees thirty five minutes West three
hundred feet, thence still along the center of the same North
sixty three degrees twenty five degrees West four hundred and
fifty six feet to a corner of lands of Elias Benedict. Thence
along the same South twenty nine degrees thirty minutes West one
hundred and eighty five feet to a corner, thence along the same
south forty four degrees twenty minutes east four hundred fifty
four feet to a corner, thence along the same south thirty seven
degrees thirty five minutes West two hundred and twenty five feet
six inches to a corner. Thence along the same South ten degrees
fifty five minutes West seven hundred and eleven feet to a corner
of lands of Wesley Still. Thence along the same South eighty
two degrees thirty minutes East one hundred and seventy five feet.
Thence along the same South seventy nine degrees thirty minutes
East five hundred feet. Thence along the same North eighty de-
grees thirty minutes East sixty eight feet six inches to a corner.
Thence along the same South thirteen degrees fifteen minutes East
three hundred and sixty four feet to the place of beginning.
Containing thirty one acres and seventy six one hundredths of an
acre more or less.

* * *

Last Will and Testament

Will dated, Sept. 4th, 1894

of

Probate, March 28th, 1911

GILBERT H. GEROW

Recorded in Liber 83, Page 234

I, Gilbert H. Gerow, of Blooming Grove Township,

County of Orange & State of New York, make this my last

Will.

**I give, devise, bequeath my estate and property real
& personal to my wife, Aletta R. Gerow.**

**I appoint her, said Aletta R. Gerow & my brother Char-
les C. Gerow of Blooming Grove, N.Y. Executors of this
my Will.**

**In witness whereof, I have hereunto signed and
sealed and published and declared this instrument as my
Will at Washingtonville, N. Y. on this fourth day of
September, A.D. 1894.**

Gilbert H. Gerow (Seal)

Witnesses:

Horatio N. Greene

Charles McKinney

Surrogate's Court : Orange County

Petition of Aletta R. Gerow and Charles C. Gerow, verified March 25, 1911, states that Gilbert H. Gerow died testate, a resident of the County of Orange, N. Y., on March 19, 1911

That he left him surviving

Aletta R. Gerow	-	widow			
Arthur Gerow	-	son	(Waived March 25, 1911)		
Lyman A. Gerow	-	son	"	"	"
Walter H. Gerow	-	son	"	"	"
G. Westcott Gerow	-	son	"	"	"

All of sound mind and full age.

Oaths of Aletta R. Gerow and Charles C. Gerow, as Executors, taken March 25, 1911.

Proofs of Horatio R. Greene and Charles McKinney, witnesses to the execution of the Will, taken May 28, 1911.

Decree entered March 28, 1911 admitting Will to probate and Letters Testamentary granted to Aletta R. Gerow and Charles C. Gerow same day, recorded Book "W" page 420.

* * *

The following recorded on March 8, 1929 in Deed
Book 694 page 441.

State of New York

Department of Public Works

Grade Crossing Elimination

Albany, N. Y.

Case Number 4039

Feb. 1, 1929

Parcel Number 2

Map Number 2

To: Alletta H. Gerow, also known

as Alletta H. L. Gerow,

Blooming Grove, N. Y.

Owner in fee

Owners of the lands and easement rights described in
the description and map hereinafter mentioned, and owners of
any right, title or interest in and to such lands and easement
rights;

TAKE NOTICE that, pursuant to the provisions of
Chapter 678 of the Laws of 1928, there was filed in the office
of the Department of Public Works of the State of New York on
the 17th day of August 1928, a description and original tracing
of a map, together with a certificate as to the accuracy thereof,
of the lands which the Public Service Commission deems necessary
and of the lands in and to which the Public Service Commission
deems an easement right to be necessary in the elimination of
highway-railroad crossings at grade, approved by order of the
Public Service Commission on 9th day of August 1928, that there
was filed in the office of the Department of State on the 27th
day of August 1928 a duly certified copy of such description and
map; that a copy of such description and map is annexed hereto.

In testimony whereof, the Department of Public Works of the State of New York has caused its seal of office to be hereunto affixed and these presents to be subscribed by the Chief Engineer of such Department this 1st day of February 1929.

William M. Acheson

(Seal)

Chief Engineer.

Attached to and made a part of said notice are affidavits of personal service of notice together with description and map therein referred to on:

Alletta R. L. Gerow on Feb. 11, 1929, Blooming Grove, N. Y.

Description of property as shown on map:

All that parcel of land hereinafter designated as Map 2, situate in the Town of New Windsor, County of Orange, State of New York, for the new lateral highway as shown on the accompanying map and described as follows:

Beginning at a point in the northerly line of the Chester-Vails Gate County Highway #154, said point being in the dividing line of lands of the grantor and lands now or formerly owned by David Bundy,

(1) thence along said dividing line N. $10^{\circ} 25' 40''$ W. a distance of one hundred twenty one and three hundredths ($121.03'_{\pm}$) feet more or less to a point, said point being distant twenty-five ($25'$) feet as measured at right angles in a Northeasterly direction from the center line of the new lateral highway,

(2) thence through lands of the grantor, parallel with the center line of the new lateral highway N. $26^{\circ} 04' 20''$ E. a distance of

two hundred twenty-one and thirty-eight hundredths (221.38₊') feet more or less to a point;

(3) thence still through lands of the grantor in a northeasterly direction on a curve to the right concentric with the center line of the new lateral highway and distant twenty-five (25') feet therefrom by radial measurement in a northwesterly direction, on the arc of a circle with a radius of nine hundred eighty and thirty seven hundredths (980.37') feet a distance of two hundred thirty-nine and seven tenths (239.7'₊) feet more or less to a point,

(4) thence still through lands of the grantor N. 40° 05' E. a distance of three hundred eighty five and two hundredths (385.02'₊) feet more or less to a point in the dividing line between lands of the grantor and lands of the heirs of Salmon B. Cook, said point being twenty-five (25') feet by rectangular measurement in a northwesterly direction from the center line of the new lateral highway,

(5) thence along said dividing line S. 39° 55' E. a distance of fifty and seventy six hundredths (50.76'₊) feet more or less to a point, said point being twenty-five feet by rectangular measurement in a southeasterly direction from the center line of the new lateral highway,

(6) thence through lands of the grantor parallel with the center line of the new lateral highway S. 40° 05' W. a distance of three hundred seventy six and two tenths (376.2'₊) feet more or less to a point, said point being three hundred eighty-eight and fifty-three hundredths (388.53') feet by rectangular measurement in a northwesterly direction from the center of right of way of the Newburgh Branch of the Erie Railroad Co.,

(7) thence still through lands of the grantor in a Southwesterly

of the new lateral highway on the arc of a circle with a radius of nine hundred thirty and thirtyseven hundredths (930.37') feet a distance of two hundred twenty seven and five tenths (227.5'+) feet more or less to a point, said point being twenty-five (25') feet by rectangular measurement in a Southeasterly direction from the center line of the new lateral highway,

(8) thence still through lands of the grantor parallel with the center line of the new lateral highway S. 26° 04' 20" W. a distance of one hundred thirty (30') feet to a point, said point being twenty five (25') feet by rectangular measurement in a Southeasterly direction from the center line of the new lateral highway,

(9) thence still through lands of the grantor S. 24° 58' 50" E. a distance of one hundred forty and fifty eight (140.58'+) feet more or less to a point in the northerly line of the Chester-Vails Gate County Highway #154.

(10) and thence along said northerly line of the highway S 67° 07' 20" W. a distance of one hundred thirty three (133') feet to the point or place of beginning.

containing one and twenty-five hundredths (1.25+) acres more or less.

Together with all the right, title and interest of the grantor in and to so much of streets and roads as bounds the above described premises to the center of said streets and roads.

The above mentioned center line of the new lateral highway is shown on a key map on file in the office of the Clerk of Orange County.

All bearings referred to magnetic needle.

Last Will and Testament
of
ALLETTA REMSEN LENTE GEROW

Will dated, May 22nd, 1922
Probated, Feb. 27th, 1934
Recorded, Liber 114 Page 286

Know All Men By These Presents, that I, Alletta Remsen Lente Gerow, of the Town of Blooming Grove, Orange County, State of New York, being by the Grace of God of sound mind and memory, do hereby make, publish and declare the following to be my last will and testament, as follows:

First: I direct my executors hereinafter named to pay all my just debts and funeral expenses.

Second: I give and bequeath to the Trustees of the Washingtonville Cemetery Association, of Washingtonville, Orange County, New York, the sum of Two Hundred dollars in trust in perpetuity, to be invested, or kept on deposit at interest, and the income therefrom to be devoted annually to the upkeep and maintenance of the Lente-Gerow plot (No. 305) in said cemetery.

Third: To my son, Gilbert Westcott Gerow, in appreciation of the many responsibilities which he has assumed for me, and for which he has not accepted any remuneration, I give, and devise the lot of land known as the "Curve" being a portion of the farm at Vails Gate, which lot is bounded on the one side by the former highway from Newburgh to Chester, and on the other side by the curve of the present State Road, these roads intersecting at the two ends of the lot.

Fourth: I give and bequeath my silver tea set, four pieces, each with the mark "R.R" thereon, to my first grandson, Charles Deming Gerow, for, and during the term of his natural life. Upon his death I give and bequeath

said tea set to my then oldest grandson, for, and during the term of his natural life. And upon his death, to my then oldest grandson, to be his and his absolutely. It is my wish that this tea set be handed down from generation to generation, and that this same tea set may be enjoyed for a period of one year in each of my sons' homes. It is my request that from the date of my decease, the tea set remain the first year in the home of my youngest son, following each year up to the oldest son, until the majority of my grandson, Charles Deming Gerow, the oldest great, great, great, grandson of Daniel Lente and Rensie Rapelye ("R.R.") to whom this tea set belonged.

Fifth: I give and bequeath unto my son, Walter Haviland Gerow, all of my household furniture, furnishings and fixtures; also my silver, ornaments, articles of adornment, books, pictures and clothing, with the request that he dispose thereof in accordance with my written instructions delivered to him, or, which will be found with this instrument, or amongst my papers, and in accordance to his promise to me so to do.

Sixth: All the rest, residue and remainder of my property whereof I may die seized, I give, devise and bequeath unto my four sons, Arthur Riker Gerow, Lyman Abbott Gerow, Walter Haviland Gerow, Gilbert Westcott Gerow, share and share alike, to them, their heirs and assigns forever.

Seventh: I authorize and empower my executors hereinafter named to make equal distribution between my said four sons of all real and personal property disposed of by the sixth paragraph of this my will, such distribution to be agreed upon, and consented to, by all of my said sons, and for that purpose, I authorize and empower my said executors

to make, execute, acknowledge and deliver good and sufficient instruments necessary to effectuate such division.

Eighth: In case such distribution cannot be agreed upon, and consented to, by all of my said sons, either in whole or in part, I authorize and empower my said executors to sell and convey any or all of my said property, and distribute the proceeds of such a sale, or sales equally amongst my said sons, and for that purpose empower my said executors to execute, acknowledge and deliver good and sufficient instruments of conveyance.

Ninth: The legacies to my said sons by the sixth paragraph of this my will, are made expressly subject to the powers conferred upon my executors by the seventh and eighth paragraphs thereof.

Tenth: In the settlement of my estate, any obligation to me, of any of my said sons shall be taken into account, but payment of only such portion thereof as may be necessary to an equality between my said sons shall be required, and no such payment may be required in less than five years from and after my death, it being my intention to afford any of my sons who may be indebted to me the right to offset such indebtedness against his just share of my estate, and to pay, or receive, as the case may be, any difference.

Eleventh: I have made no provision for benevolences because, throughout my life I have endeavored to follow the example of my father, Rev. James R. Lente, and have contributed to benevolences to the full limit of my ability. I commend his example to those who come after me.

Twelfth: I nominate and appoint my sons, Lyman Abbott Gerow and Gilbert Westcott Gerow, executors of this my last will and testament, hereby revoking all former wills by me made.

Thirteenth: I direct that no security be required of my said executors, and in the case of the death of either, authorize and empower the survivor to select a co-executor, to complete the administration of my estate, such substitute, however, to give the usual security.

In Witness Whereof, I have hereunto set my hand and affixed my seal this 22nd, day of May, 1922.

Alletta Remsen Lonte Gerow L.S.

Witnesses:

Walter D. Owen	residing at Washingtonville, N.Y.
Edward J. McLaughlin, Jr.	residing at Washingtonville, N.Y.

Petition of Lyman Abbott Gerow and Gilbert Westcott Gerow, verified Feb. 16, 1934, states that Alletta Kemson Lente Gerow died testate, a resident of the Town of Blooming Grove, Orange County, N. Y. on Feb. 12, 1934.

Value of real property does exceed \$5000.

Value of personal property does exceed \$5000.

That she left her surviving

Arthur Hiker Gerow - son (Waived Feb. 17, 1934)
Lyman Abbott Gerow - son and Executor
Walter Haviland Gerow - son (Waived Feb. 16, 1934)
Gilbert Westcott Gerow - son and Executor

All of full age and sound mind.

And the following legatees

Trustees Washingtonville Cemetery Association and

Charles Deming Gerow, grandson

(to whom Notice of Probate with Proof of Filing was made on Feb. 27, 1934)

Proofs of Walter D. Owen and Edward J. McLaughlin, Jr., witnesses to the execution of the Will, taken Feb. 27, 1934.

Decree entered Feb. 27, 1934 admitting Will to probate and Letters Testamentary granted to Lyman Abbott Gerow and Gilbert Westcott Gerow same day, recorded Book 39 page 174.

Order for appraisal in the Matter of the Estate Tax made Aug. 7, 1934.

Schedule A of Return shows:

Properties in the Town of New Windsor, Orange Co., N.Y.

No. 5 A farm on the Newburgh-Chester Road consisting of house
barn and approximately 35 acres of land \$3500.
No. 6 Two houses and a barn on the Newburgh-Chester Road

and approximately 7 acres of land \$3000.

Properties in the Town of Cornwall, Orange Co., N. Y.

- NO. 7 A small cottage on the Newburgh-Chester Road \$1000.
NO. 8 A house and barn and 27 acres of wood and pasture
land on an unnamed cross road \$2000.

Order made Sept. 11, 1934 fixing tax at \$92.36.

Tax Receipt for \$113.17 (including \$20.81 penalty)
filed May 26, 1936.

Decree made Jan. 14, 1941 judicially settles and
allows account of Executors as filed and adjusted; directs
payments for services and disbursements &c.

And Pattison & Bowns Inc. having filed a claim against
the estate in the sum of \$975.00 based upon a written guaranty
executed by decedent guaranteeing payment for merchandise sold
to Gilbert Westcott Gerow, one of the executors, and said claim
having been duly rejected by the executors and a citation having
been duly issued and served upon said claimant directing claimant
to show cause on the 31st day of December 1940 why this claim
should not be disallowed.

And no one having appeared in support of said claim
on the return date or upon any of the dates to which the pro-
ceeding was adjourned and no evidence having been offered in
support of said claim, it is

Ordered, adjudged and decreed that the said claim be
and the same hereby is disallowed as a claim against this estate.

And it further appearing that Gilbert Westcott Gerow
has received his full share of the assets of the estate and that
the assets remaining in the hands of the executors should be
conveyed to Lyman Abbott Gerow, Arthur R. Gerow and Walter H.

Gerow, and they having agreed to accept a conveyance and transfer of the remaining assets in full discharge of their claims against the executors and they having arranged to make such distribution among themselves of the assets thus to be conveyed and transferred as they might later determine upon, it is

Ordered, adjudged and decreed that the executors and Gilbert Westcott Gerow, individually, execute and deliver deeds conveying to Lyman Abbott Gerow, Arthur R. Gerow and Walter H. Gerow as tenants in common all of the remaining real property of the decedent subject to the payment of the allowances herein granted if these have not been previously paid,

Ordered, adjudged and decreed that the executors and Gilbert Westcott Gerow, individually, also transfer to the said Lyman Abbott Gerow, Arthur R. Gerow and Walter H. Gerow as tenants in common any securities or other personal property of the estate which may remain undisposed of, and it is further

Ordered, adjudged and decreed that upon receipt of the conveyances and transfers above mentioned the said Lyman Abbott Gerow, Arthur R. Gerow and Walter H. Gerow and also the said Gilbert Westcott Gerow execute releases releasing the executors of this estate and the said estate from all claims and demands which they or any of them, their heirs, executors, administrators or assigns may have or might have against the said estate or the said executors, and it is further

Ordered, adjudged and decreed that upon the coming in of the receipts and releases herein mentioned the said executors be discharged as to all of the matters and things embraced in this accounting.

Entry of foregoing decree consented to by Lyman Abbott Gerow, Walter Haviland Gerow, Gilbert Westcott Gerow and Arthur H. Gerow on Jan. 9, 1941.

Releases executed by

Arthur H. Gerow on Jan. 21, 1941

Gilbert Westcott Gerow on Jan. 14, 1941

Walter H. Gerow on Jan. 14, 1941

Lyman Abbott Gerow on Jan. 14, 1941

(also filed are receipts for services and disbursements).

* * *

Estate of Alletta R. L. Gerow

Grant

L. A. Gerow

Dated May 19, 1935

G. W. Gerow, Exs.

Cons. \$1 &c.

to

Ack. May 19, 1935

Central Hudson Gas and

Rec. September 21, 1935

Electric Corporation and

Book 762 page 285

Highland Telephone Company

Grants and conveys unto said corporations and either of them, their respective successors, assigns and lessees, an easement and right of way in, upon, over, under and across the lands of the undersigned including the roads and highways thereon and adjacent thereto, situate in the Town of New Windsor, County of Orange, State of New York.

Together with the right at all times to enter thereon and have access thereto and to construct, relocate, operate and maintain thereon and to repair, replace, protect and remove a line of poles including cables, crossarms, wires, guys, braces, underground conduits and all other appurtenances and fixtures adapted to the present and future needs, uses and purposes of said corporations, their respective successors, assigns and lessees.

Together with the right also to attach guy wires to trees on said property, and to trim, cut and remove trees and other objects thereon so as to provide a clearance of 6 feet from the property of said corporations.

Said easement and line shall extend from the property line of Selby & Newburgh-Chester Turnpike on the south to the property line of Veterans Memorial Grove Ass'n & Sanntrock,

The exact location of said easement and line is to be as determined by said corporations having regard to the origin, general direction and destination of said line and the requirements of said corporations.

Provided, however, that this right of way shall be void and of no effect unless construction hereunder is commenced on the property covered hereby on or before one year from the date hereof.

The provisions hereof shall inure to and bind the heirs, legal representatives, successors, assigns and lessees of the undersigned and of said corporations respectively.

* * *

Gilbert Westcott Garow

to

The County of Orange,
one of the Counties of the
State of New York

F. C. W. Deed

Dated April 12, 1937.

Cons. \$25.

Ack. April 12, 1937

Rec. April 15, 1937

Book 780 page 435

Conveys:

All that piece or parcel of land situate in the Town of Cornwall, County of Orange, State of New York, for the Chester - Vails Gate State Highway No. 154 as shown on Map No. 60 and described as follows: Beginning at a point on the southeasterly boundary of an intersecting road said point being 30+ feet distant southeasterly measured at right angles from Station R222+00+ of the hereinafter described survey base line of the proposed reconstruction of the Chester - Vails Gate State Highway No. 154 thence N 65° 25' 30" E 82.0+ feet to a point on the northwesterly boundary of the existing Chester - Vails Gate Highway the last mentioned point being 30 feet distant southeasterly measured at right angles, from Station R222+82+ of the said base line; thence northeasterly along the said existing highway boundary and southwesterly along the southeasterly boundary of said intersecting road 100+ feet to the point of beginning. Being 0.006 acres more or less.

The above mentioned survey base line is a portion of the survey base line for the said proposed reconstruction of the Chester - Vails Gate State Highway No. 154, County of Orange and is described as follows: Beginning at Station R219+60 thence N 65° 25' 30" E 440 feet to Station R224+00, all of which is shown on Map No. 60.

* * *

Gilbert Westcott Gerow and
Lyman Abbott Gerow, as
Executors of the last Will
and Testament of Alletta
Hansen Lente Gerow, deceased
to

Walter M. Gerow,
Lyman Abbott Gerow and
Arthur R. Gerow

Conveys:

Among other lands, &c.

Same lands³ described in Deed Book 431 page 589 and
recites said deed.

Excepting therefrom, however, premises conveyed by
two deeds to Howard O. Benedict, one dated March 12, 1937, re-
corded in Orange County Clerk's office on March 19, 1937 in
Liber 779 of Deeds, page 558 and one dated June 9, 1937 and re-
corded in Orange County Clerk's office on July 29, 1937 in Liber
784 of Deeds, page 49.

Excepting also from said premises that portion
thereof conveyed to the parties of the second part by the par-
ties of the first part by another deed bearing even date here-
with and bounded and described as follows:

Same lands³ set forth and described in Deed Book 853
page 269.

The within conveyance is made pursuant to and in
conformity with a decree of the Surrogate's Court of Orange
County dated January 14, 1941.

Executor's Deed

Dated January 14, 1941

Cons. §1 &c.

Ack. January 14, 1941

Recd. January 20, 1941

Book 853 page 274

Lyman Abbott Gerow
to
Arthur R. Gerow and
Walter H. Gerow

Quitclaim Deed
Dated March 1, 1941

Cons. \$1 &c.

Ack. March 7, 1941

Rec. March 17, 1941

Book 856 page 513

Hab. clause: as joint
tenants and not as
tenants in common

Quitclaims:

Among other lands &c.

Same lands ⁱⁿ set forth and described in Deed Book
853 page 274 together with same exceptions, and recites said
deed.

* * *

Gilbert Westcott Gerow

to

Arthur R. Gerow and

Walter H. Gerow

Quitclaim Deed

Dated October 5, 1945

Cons. \$1 &c.

Ack. October 18, 1945

Rec. October 19, 1945

Book 973 page 236

Quitclaims:

Among other lands &c.

Same lands set forth and described in Deed Book 853
page 274 together with same exceptions and recites said deed.

* * *

Note: The New York City Aqueduct is in the general vicinity,
but would appear to be east of the lands above described.

* * *

Arthur B. Gerow

to

Walter H. Gerow

F. C. W. Deed with

Lien Covenant

Dated May 5, 1952

Cons. \$10 &c.

Ack. May 21, 1952

Rec. June 26, 1952

Book 1235 Page 13

Conveys:

Among other lands etc.

Parcel No. 3

Same lands as described in Deed Book 431 page 589 and
recites said deed.

Excepting therefrom, however, premises conveyed by two
deeds to Howard O. Benedict, one dated March 12, 1937 recorded
in Orange County Clerk's Office on March 19, 1937 in Liber 779
of Deeds page 552 and one dated June 9, 1937 and recorded in
Orange County Clerk's Office on July 29, 1937 in Liber 784 of
Deeds page 49.

Excepting also from said premises that portion thereof
bounded and described as follows:

Same lands as set forth and described in Deed Book 853
page 269.

(Then follows an exception from Parcel One in this Deed)

Recites: Being a portion of the premises described in a
deed made by Lyman Abbott Gerow to said Arthur H. Gerow and Walter
H. Gerow dated March 1st, 1941 and recorded in Orange County
Clerk's Office on March 17, 1941 in Liber 856 of Deeds at page

513 and it being intended by this conveyance to convey all the right, title and interest of the party of the first part herein.

(Then follows certain exceptions from Parcel One and Two in this deed).

Also excepting from Parcel 3 above mentioned, portions thereof sold and conveyed to Leo Mc Kinney by two deeds, recorded in Orange County Clerk's Office, one recorded in Liber 1160 of Deeds at page 418 and the other recorded in Liber 1213 of Deeds page 232.

Recites: Third. That the said premises are free from incumbrances except as above stated.

* * *

Walter H. Gerow
to
Frances Di Stefano

E. C. W. Deed with
Lien Covenant
Dated October 18, 1952
Cons. \$10 &c.
Ack. October 18, 1952
Rec. October 20, 1952
Book 1247 Page 558

Conveys:

All that certain lot, piece or parcel of land situate, lying and being in the Town of New Windsor, Orange County, New York and more particularly bounded and described as follows:

Beginning at a point in the northwesterly line of Riley Road at the southerly corner of lands now or formerly of Leo Mc Kinney distant 254.5 feet on a course of South $40^{\circ} 39 \frac{1}{2}'$ West measured along the northwesterly line of Riley Road from the Easterly corner of lands of Walter H. and Arthur E. Gerow and the southerly corner of lands now or formerly of Salmon E. Cook and runs thence North $38^{\circ} 33'$ West 191.25 feet; thence at right angles to the last described line South $51^{\circ} 27'$ West 100 feet to the northeasterly line of a proposed street 50 feet wide; thence along the northeasterly line of said proposed street being parallel with the first described line South $38^{\circ} 33'$ East 205.31 feet, more or less, to the northwesterly line of the aforesaid Riley Road, thence along the northwesterly line of aforesaid Riley Road North $40^{\circ} 39 \frac{1}{2}'$ East 101.8 feet to the place of beginning.

Subject to the covenant and restriction which shall run with the title to the land forever that said premises shall never

be used for the sale of intoxicating liquors.

It is further understood that no dwelling is to be erected on this property with less valuation than \$5000.00.

* * *

TAX SEARCH

TOWN OF NEW WINDSOR
ORANGE COUNTY, NY
SCHOOL DISTRICT 331100
PROPERTY CODE: 314

1993 Tax Roll

Assessed To:

Frances DiStefano

Bill No.:

1719

Bounded:

Map 67 Block 2 Lot 4

Assessed Value:

Land: \$4,400
Full: \$4,400

1993 State and County Taxes \$234.93 proof of payment required.

CERTIFICATE

The foregoing search made for and certified to

WILLIAM R. HARTNETT

by Homestead Abstract Company of Orange County, Inc.

James V. Rinaldi/bw
James V. Rinaldi, *President*

6/28/93 Public Hearing: Harnett, Wm.

Name:

Address:

John C + E/ ~~Robert~~ Morin (Morin)
Ash Drive New Windsor

no objection

Date 6/4/93, 19.....

TOWN OF NEW WINDSOR

TOWN HALL, 555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

TO Frances Roth 389 Moores Hill Rd DR.
New Windsor Ny 12553

DATE			CLAIMED	ALLOWED
5/24/93		Zoning Board Meeting	75 00	
		Minutes - Misc - 2		
		Permanet - 4 10.00		
		Maroulis - 5 - 22.50		
		Lanzoni - 9 40.50		
		Mugnano - 6 - 27.00		
		Harris - 5 22.50		
		Peters - 15 67.50		
		<u>46</u>	207 00	
			328 00	

May 24, 1993

2

PRELIMINARY MEETING

HARNETT, WILLIAM

MR. NUGENT: Request for 13,570 s.f. lot area variance for construction of single family dwelling to be located at the corner of Riley and Ash Road in an R-3 zone.

Mr. William Harnett appeared before the board on this proposal.

MR. NUGENT: Tell the board what you want to do.

MR. HARNETT: I've contracted to purchase the piece of property section 67 block 2 lot 4 as described at the corner of Riley and Ash Street. It's located in an R-3 and I need 35,000 square feet. It's approximately 13,000 short, all contiguous properties are of the same size or smaller, most properties in the area are also smaller and I'd like to do a house contiguous with those in the area. Section 67 block 2 lot 4. This is a copy of the map. It's a corner lot, there's city sewer on Ash that I want to connect to.

MR. NUGENT: No water available?

MR. HARNETT: There's no water at that location.

MR. BABCOCK: Just for the record, I was just going over this file just before we came in and I notice that they have the front yard on Riley Road at 30 feet and minimum would be 35, I don't know whether he has 150 foot on the rear yard so I don't know whether the applicant would want to shift the house back five feet or ask for a variance.

MR. HARNETT: I used the specs that were given me by the building inspector and he said 30.

MR. LUCIA: So the house will be set back five feet further than what's shown.

MR. HARNETT: That is correct, whatever I need.

May 24, 1993

3

MR. BABCOCK: He's got 150 feet rear yard. That one is 36 feet off Ash, it was the 30 foot off Riley Road.

MR. NUGENT: Front is going to be on Ash?

MR. BABCOCK: It's both front yards. So Ash is at 36 so he meets it and he's agreed to move the house back 35.

MR. HARNETT: I was given 30 so.

MS. BARNHART: There won't be any change to the Notice of Denial.

MR. BABCOCK: No.

MR. LUCIA: You should probably amend the sketch just so it has 35 feet plus or something before we set you up for a public hearing.

MR. HARNETT: Sure.

MR. LUCIA: Do you know how long the lot has had its current dimensions?

MR. HARNETT: Since 1952, I have a copy of the original contract of sale from October of 1951 and you also have a copy of that that I attached to my--

MR. NUGENT: Just have to give us a minute to pass this information around to the members so that they have an idea of what we're talking about.

MR. TORLEY: You can never have a bar on that property.

MR. HARNETT: No alcoholic beverages to be dispensed.

MR. TORLEY: So the subdivision well pre-dates any of the zoning requirements.

MR. BABCOCK: Yes.

MR. NUGENT: Is this in Beaver Dam?

MR. BABCOCK: Riley Road and Ash, it's on the other end of Riley Road.

MR. NUGENT: We can't address this as an undersized lot.

MR. BABCOCK: You need water and sewer, yes. This is right down the street from Harris on Dean Hill Road.

MR. NUGENT: Any other questions by the board? I'll accept a motion.

MR. HOGAN: I move we set him up for a public hearing.

MR. TANNER: Second it.

ROLL CALL

MR. TORLEY	AYE
MR. NUGENT	AYE
MR. TANNER	AYE
MR. HOGAN	AYE
MR. LANGANKE	AYE

MR. LUCIA: Mr. Harnett, I'm going to give you a copy of part of Section 267B of the Town Law and I just put a little arrow in the margin next to subdivision 3 B, this is an area variance you're seeking and in granting that, the board has to balance the benefit to you if the variance is granted as weighed against the detriment to the health, safety and welfare of the community by allowing the variance from the zoning ordinance. There are 5 specific factors that are listed here which you have to speak to when you come back so if you would be prepared to address each of those, I'd appreciate it. When you come back, I'd like to see a copy of the current deed as well as the title policy or search on the property and I think the board would like to see some photographs of the site. Pat will give you a list of instructions and application, when you complete that, return it to her along with two checks both payable to the Town of New Windsor, one for \$50 application fee and second for \$250 deposit for Town consultant review fees and various disbursements

May 24, 1993

5

the board has in handling your application. We also will need a sketch if you want to amend the sketch or do a new one showing you don't need any front yard variances on either Ash or Riley, any questions give Pat a call.

MR. HARNETT: This is the only deed I wouldn't be transferring any deeds until--

MR. LUCIA: Is that the current owner deed?

MR. HARNETT: Yes.

MR. LUCIA: Check with her for the title policy, okay, good luck.

IMPORTANT
REQUIRED INSPECTIONS OF CONSTRUCTION - YOU MUST CALL FOR THESE

OTHER INSPECTIONS WILL BE MADE IN MOST CASES, BUT THOSE LISTED BELOW MUST BE MADE OR CERTIFICATE OF OCCUPANCY MAY BE WITHHELD. DO NOT MISTAKE AN UNSCHEDULED INSPECTION FOR ONE OF THOSE LISTED BELOW. UNLESS AN INSPECTION REPORT IS LEFT ON THE JOB INDICATING APPROVAL OF ONE OF THESE INSPECTIONS, IT HAS NOT BEEN APPROVED, AND IT IS IMPROPER TO CONTINUE BEYOND THAT POINT IN THE WORK. ANY DISAPPROVED WORK MUST BE REINSPECTED AFTER CORRECTION.

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2. FOUNDATION INSPECTION. CHECK HERE FOR WATERPROOFING AND FOOTINGS DRAINS.
3. INSPECT GRAVEL BASE UNDER CONCRETE FLOORS, AND UNDERSLAB PLUMBING.
4. WHEN FRAMING IS COMPLETED, AND BEFORE IT IS COVERED FROM INSIDE, AND PLUMBING ROUGH-IN.
5. INSULATION.
6. PLUMBING FINAL & FINAL HAVE ON HAND ELECTRICAL INSPECTION DATA AND FINAL CERTIFIED PLOT PLAN. BUILDING IS TO BE COMPLETED AT THIS TIME. WELL WATER TEST REQUIRED AND ENGINEERS CERTIFICATION LETTER FOR SEPTIC SYSTEM REQUIRED.
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13. ROAD OPENING PERMITS MUST OBTAINED FROM TOWN CLERKS OFFICE.
14. ALL BUILDING PERMITS WILL NEED A CERTIFICATION OF OCCUPANCY OR A CERTIFICATE OF COMPLIANCE AND THERE IS A FEE FOR THIS

CURRENT OWNER
RAY RIEBER ETAL 12553
41 KM DR. N.W. N.Y.

BUYER
Name of Owner of Premises William & Lynn Barnett
Address 9. PARRETT Hill Rd NW N.Y. 12553 Phone 562-6068
Name of Architect _____
Address _____ Phone _____
Name of Contractor BOND CONSTRUCTION
Address 501 RT 208 MAURER N.Y. Phone 782-5525
State whether applicant is owner, lessee, agent, architect, engineer or builder Applicant is BUYER
If applicant is a corporation, signature of duly authorized officer.

(Name and title of corporate officer)

1. On what street is property located? On the West side of Riley Road
(N.S.E. or W.)
and APPROX 250 feet from the intersection of Riley Rd + Route 94
2. Zone or use district in which premises are situated R-3 Is property a flood zone? Yes No
3. Tax Map description of property: Section 67 Block 2 Lot 4

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BUYER
Name of Owner of Premises William & Lynn Barnett (CURRENT OWNER RAY RIEBER ETAL 12553)
Address 9 FARRIS Hill Rd NW N.Y. 12553 Phone 562-6068
Name of Architect _____
Address _____ Phone _____
Name of Contractor Bond Construction
Address 501 RT 206 MAURER N.Y. Phone 782-5525
State whether applicant is owner, lessee, agent, architect, engineer or builder Applicant is BUYER
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3. Tax Map description of property: Section 67 Block 2 Lot 4
4. State existing use and occupancy of premises and intended use and occupancy of proposed construction.
a. Existing use and occupancy VACANT LAND b. Intended use and occupancy Single FAM.
5. Nature of work (check which applicable): New Building X Addition _____ Alteration _____ Repair _____
Removal _____ Demolition _____ Other _____
6. Size of lot: Front Rear 115/110 Depth 205/91 Front Yard 30 FT Rear Yard 150 FT Side Yard 36/36
Is this a corner lot? YES
7. Dimensions of entire new construction: Front 28 FT Rear 24 FT Depth _____ Height _____ Number of stories 2
8. If dwelling, number of dwelling units _____ Number of dwelling units on each floor _____
Number of bedrooms 3 Baths 2 Toilets 2
Heating Plant: Gas _____ Oil X Electric/Hot Air _____ Hot Water oil
If Garage, number of cars _____
9. If business, commercial or mixed occupancy, specify nature and extent of each type of use _____
10. Estimated cost 60,000 Fee _____
(to be paid on this application)
11. School District NEW WINDSOR

Costs for the work described in the Application for Building Permit include the cost of all the construction and other work done in connection therewith, exclusive of the cost of the land. If final cost shall exceed estimated cost, an additional fee may be required before the issuance of Certificate of Occupancy.

TOWN OF NEW WINDSOR, ORANGE COUNTY, N. Y.

Examined.....19.....
Approved.....19.....
Disapproved a/c.....
Permit No.

Office Of Building Inspector
Michael L. Babcock
Town Hall, 555 Union Avenue
New Windsor, New York 12550
Telephone 565-8807

Refer —

Planning Board.....
Highway.....
Sewer
Water
Zoning Board of Appeals

APPLICATION FOR BUILDING PERMIT

Pursuant to New York State Building Code and Town Ordinances

Date...30 APR.....19..93..

INSTRUCTIONS

- This application must be completely filled in by typewriter or in ink and submitted in duplicate to the Building Inspector.
- Plot plan showing location of lot and buildings on premises, relationship to adjoining premises or public streets or areas, and giving a detailed description of layout of property must be drawn on the diagram which is part of this application.
- This application must be accompanied by two complete sets of plans showing proposed construction and two complete sets of specifications. Plans and specifications shall describe the nature of the work to be performed, the materials and equipment to be used and installed and details of structural, mechanical and plumbing installations.
- The work covered by this application may not be commenced before the issuance of a Building Permit.
- Upon approval of this application, the Building Inspector will issue a Building Permit to the applicant together with approved set of plans and specifications. Such permit and approved plans and specifications shall be kept on the premises, available for inspection throughout the progress of the work.
- No building shall be occupied or used in whole or in part for any purpose whatever until a Certificate of Occupancy shall have been granted by the Building Inspector.

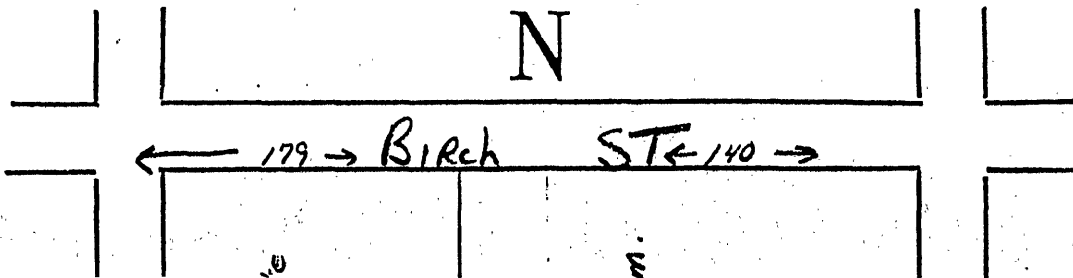
APPLICATION IS HEREBY MADE to the Building Inspector for the issuance of a Building Permit pursuant to the New York Building Construction Code Ordinances of the Town of New Windsor for the construction of buildings, additions or alterations, or for removal or demolition or use of property, as herein described. The applicant agrees to comply with all applicable laws, ordinances, regulations and certifies that he is the owner or agent of all that certain lot, piece or parcel of land and/or building described in this application and if not the owner, that he has been duly and properly authorized to make this application and to assume responsibility for the owner in connection with this application.

(Signature of Applicant)

(Address of Applicant)

PLOT PLAN

NOTE: Locate all buildings and indicate all set-back dimensions.
Applicant must indicate the building line or lines clearly and distinctly on the drawings.



Refer -
Planning Board.....
Highway.....
Sewer.....
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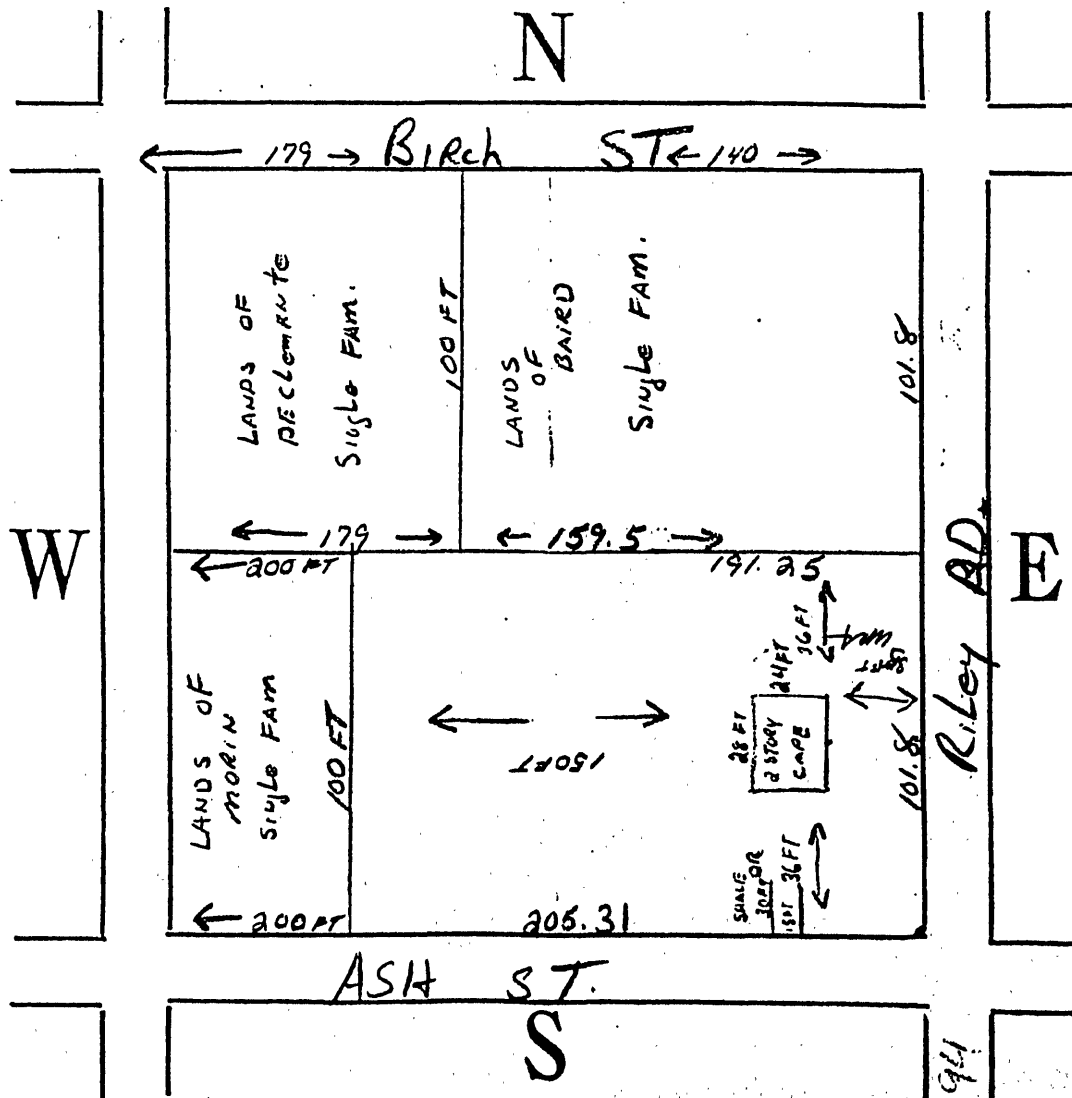
(Signature of Applicant)

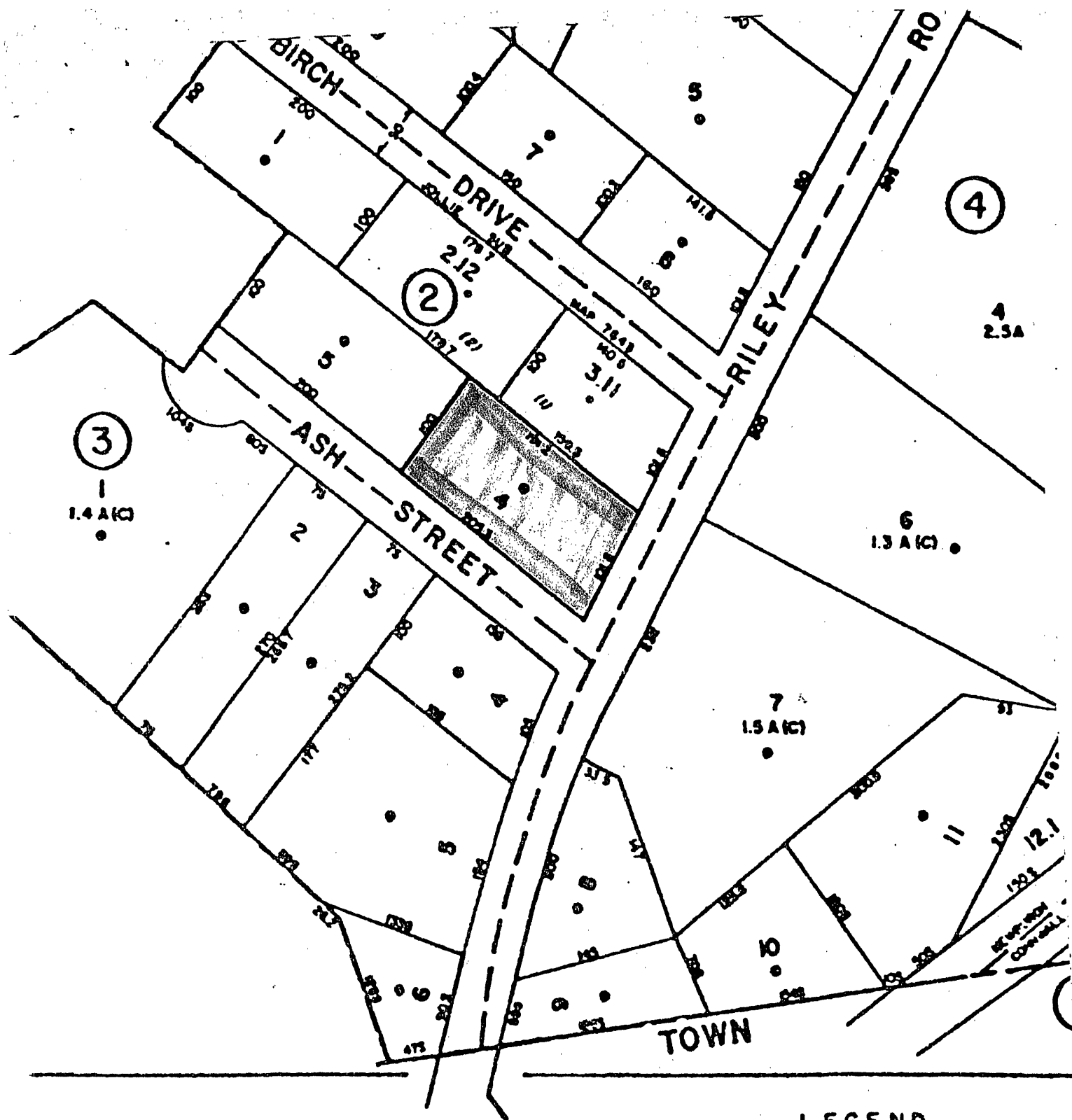
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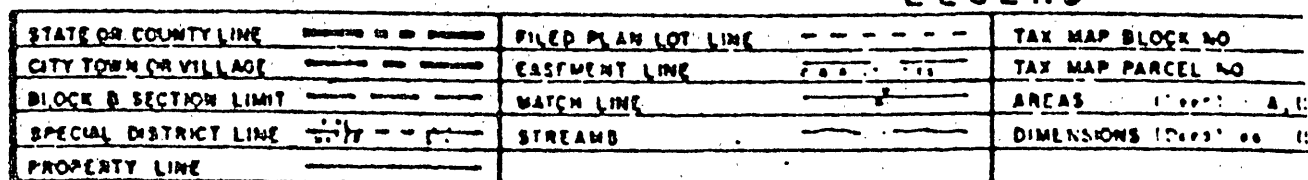
Applicant must indicate the building line or lines clearly and distinctly on the drawings.





LEGEND

STATE OR COUNTY LINE	FILED PLAN LOT LINE	TAX MAP BLOCK NO.
CITY TOWN OR VILLAGE	EASEMENT LINE	TAX MAP PARCEL NO.
BLOCK & SECTION LIMIT	MATCH LINE	AREAS
SPECIAL DISTRICT LINE	STREAMS	DIMENSIONS
PROPERTY LINE		



67-2-4

This Indenture,

Made the
hundred and

Eighteenth
forty-two

day of

October

, nineteen

Between

WILLIAM H. GARDNER, residing at 43 Glen Byron Avenue,

Manhasset, N.Y.

party of the first part, and

ALFRED H. STERLING, residing at 44 Beaver Street, Brooklyn, N.Y.,

party of the second part:

Witnesseth, that the party of the first part, in consideration of
----- TEN (10) ----- Dollars,
lawful money of the United States, and other good and valuable consideration
paid by the party of the second part,
do hereby grant and release unto the party of the second part,
her heirs and assigns forever,

All that certain lot, piece or parcel of land situate, lying and be-
ing in the town of New Windsor, Orange County, New York, and more
particularly bounded and described as follows:

beginning at a point in the northwesterly line of Wiley Road
at the southerly corner of lands now or formerly of Leo Perlin
distant 254.5 feet on a course of south 40° 39' west measured along
the northwesterly line of Wiley Road from the southerly corner of lands
of Walter L. and Arthur L. Gerow and the southerly corner of lands now
or formerly of Salmon B. Cook and runs thence north 38° 33' east 191.25
feet; thence at right angles to the last described line south 51° 27'
west 100 feet to the northeasterly line of a proposed street 50 feet
wide; thence along the northeasterly line of said proposed street
being parallel with the first described line south 38° 33' east 205.31
feet, more or less, to the northwesterly line of the aforesaid Wiley
Road; thence along the northwesterly line of aforesaid Wiley Road
north 40° 39' east 191.8 feet to the place of beginning.

Subject to the covenant and restriction which shall run with the
title to the land forever that said

part, of the first part, and

WILLIAM H. STURINO, residing at 44 Beaver Street, Brooklyn, N.Y.,

part, of the second part:

Witnesseth, that the part Y of the first part, in consideration of
----- TEN (\$10) ----- Dollars,
lawful money of the United States, and other good and valuable consideration
paid by the part Y of the second part,
do hereby grant and release unto the part Y of the second part,
her heirs and assigns forever,

All that certain lot, piece or parcel of land situate, lying and be-
ing in the Town of New Windsor, Orange County, New York, and more
particularly bounded and described as follows:

Beginning at a point in the northwesterly line of Wiley Road
at the southerly corner of lands now or formerly of Leo Berkman
distant 254.5 feet on a course of south $40^{\circ} 39'$ west measured along
the northwesterly line of Wiley Road from the southerly corner of lands
of Walter L. and Arthur L. Gerow and the southerly corner of lands now
or formerly of Salmon B. Cook and runs thence north $38^{\circ} 33'$ west 191.8
feet; thence at right angles to the last described line south $51^{\circ} 27'$
west 100 feet to the northeasterly line of a proposed street 50 feet
wide; thence along the northeasterly line of a proposed street
being parallel with the first described line south $38^{\circ} 33'$ east 205.31
feet, more or less, to the northwesterly line of the aforesaid Wiley
Road; thence along the northwesterly line of aforesaid Wiley Road
north $40^{\circ} 39'$ east 191.8 feet to the place of beginning.

Subject to the covenant and restriction which shall run with the
title to the land forever that said premises shall never be used for the
sale of intoxicating liquors.

It is further understood that no dwelling is to be erected on
this property with less valuation than \$5000.00



1763

TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

(30) Bill - + 7 on Cornwall list
Did you get list from Cornwall?

June 3, 1993

William R. Harnett
9 Forest Hill Rd.
New Windsor, NY 12553

Re: Tax Map Parcel: 67-2-4
Owner: DeStefano, Frances

Dear Mr. Harnett:

According to our records, the attached list of property owners are within five hundred (500) feet of the above referenced property.

The charge for this service is \$45.00, minus your deposit of \$25.00. Please remit the balance of \$20.00 to the Town Clerk's office.

Sincerely,

Leslie Cook (co)

Leslie Cook
SOLE ASSESSOR

LC/cad
Attachments

cc: Pat Bannhart

McDonnell, William & Margaret
PO Box 995
Waittsfield, VT 05673

Champagne, Linda J.
RD#2 Box 267A Riley Rd.
New Windsor, NY 12553

Sayegh, Joseph
RD#2 Riley Rd.
New Windsor, NY 12553

Barasky, David & Helen
269 Riley Rd.
New Windsor, NY 12553

Mula, Alice Mary
Box 282
Vails Gate, NY 12584

Gatto, Anthony Jr. & Dolores
RD 2 Riley Rd.
New Windsor, NY 12553

Cirelli, Ursula & Foster, Patricia
66 Forge Hill Gardens
New Windsor, NY 12553

Gambino, Rose Marie
Box 271 Birch Dr. & Riley Rd.
New Windsor, NY 12553

Pavri, Berzelius S. & Beroz B.
272B Riley Rd.
New Windsor, NY 12553

Cook, Peter J.
272 Riley Rd.
New Windsor, NY 12553

Morin, John C. Jr. & Elizabeth P.
Ash St.
New Windsor, NY 12553

Kullberg, Karl H. & Alice M.
PO Box 282
Vails Gate, NY 12584

County of Orange
255-275 Main St.
Goshen, NY 10924

Gadbois, John
PO Box 164
Vails Gate, NY 12584

Mock, George C. & Delores N.
RD2 Riley Rd.
New Windsor, NY 12553

McCaster, Rufus
PO Box 185
Vails Gate, NY 12584

Satterly, Charles S.
RD2 Riley Rd. Box 277
New Windsor, NY 12553

Miele, Oneillo
3 Allen Lane
Sloatsburg, NY 10974

Maceli, Mae
RD2 Riley Rd.
New Windsor, NY 12553

Rieber, Kay ETAL
43 Knox Dr.
New Windsor, NY 12553

Beltempo, Saverio & Anastasio
Box 163C RD2 Riley Rd.
New Windsor, NY 12553

Messina, Angela
PO Box 530
Castle Point, NY 12511

Chidgey, Leonard J. & Elsie C.
Box 163 Route 94 RD2
New Windsor, NY 12553

Hopkins, George & Edna
PO Box 31
Vails Gate, NY 12584

Castella, Joseph
PO Box M2108
Hoboken, NJ 07030

Erie Properties Corp.
401 S Water St.
Newburgh, NY 12550

Acevedo, Michael & Mario & Milly
209 Broadway
Newburgh, NY 12550

Purdy, Frank D. & Townsend, Dwight M. & Husted, James C.
RD2 Route 94 Box 108
Newburgh, NY 12550

Omat, Inc.
RD#1 Box 673D
Monroe, NY 10950

Petrone, Michael
PO Box 673D
Monroe, NY 10950

NOTE: Please be advised that the 500 feet radius goes into the Town of Cornwall.

Prelim.
May 24, 1993
93-16

OFFICE OF THE BUILDING INSPECTOR - TOWN OF NEW WINDSOR
ORANGE COUNTY, NEW YORK

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

DATE: MAY 5, 1993

APPLICANT: WILLIAM HARNETT
9 FOREST HILL DRIVE
NEW WINDSOR, N.Y. 12553

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATED: MAY 5, 1993

FOR (BUILDING PERMIT): CONSTRUCTION OF A ONE FAMILY HOUSE.

LOCATED AT: CORNER OF RILEY ROAD AND ASH ROAD

ZONE: R-3

DESCRIPTION OF EXISTING SITE: SECTION 67 BLOCK 2 LOT 4
VACANT LAND

IS DISAPPROVED ON THE FOLLOWING GROUNDS:

1. LOT IS UNDERSIZE IN THAT AREA.

Frank Lir
BUILDING INSPECTOR

REQUIREMENTS	PROPOSED OR AVAILABLE	VARIANCE REQUEST
ZONE: R-3 USE A-9		
MIN. LOT AREA 32,670	19,100	13,570

APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT
914-563-4630 TO MAKE AN APPOINTMENT WITH THE ZONING BOARD

CC: Z.B.A., APPLICANT, B.P. FILES.

IMPORTANT REQUIRED INSPECTIONS OF CONSTRUCTION - YOU MUST CALL FOR THESE

OTHER INSPECTIONS WILL BE MADE IN MOST CASES, BUT THOSE LISTED BELOW MUST BE MADE OR CERTIFICATE OF OCCUPANCY MAY BE WITHHELD. DO NOT MISTAKE AN UNSCHEDULED INSPECTION FOR ONE OF THOSE LISTED BELOW. UNLESS AN INSPECTION REPORT IS LEFT ON THE JOB INDICATING APPROVAL OF ONE OF THESE INSPECTIONS, IT HAS NOT BEEN APPROVED, AND IT IS IMPROPER TO CONTINUE BEYOND THAT POINT IN THE WORK. ANY DISAPPROVED WORK MUST BE REINSPECTED AFTER CORRECTION.

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Name of Owner of Premises William + Lynn Barnett (CURRENT OWNER RAY RIEBER (FAL) 12553)
41KMX DR. N.W. N.Y.
 Address 9 E. 400th + Hill Rd N.W. N.Y. 12553 Phone 562-6068
 Name of Architect _____
 Address _____ Phone _____
 Name of Contractor Bond Construction
 Address 501 RT 206 MAURER N.Y. Phone 782-5525
 State whether applicant is owner, lessee, agent, architect, engineer or builder Applicant is Buyer
 If applicant is a corporation, signature of duly authorized officer: _____

(Name and title of corporate officer)

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 and APPROX 250 feet from the intersection of Riley Rd + Route 94
 (N.S.E. or W.) R. 3
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4. State existing use and occupancy of premises and intended use and occupancy of proposed construction.
 a. Existing use and occupancy VACANT LAND b. Intended use and occupancy Similar FAM.

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BUYER
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RAY RIEBER (FAL) 12553
41 KME DR. N.W. N.Y.)
Address 9 FARMERS Hill Rd N.W. N.Y. 12553 Phone 562-6068
Name of Architect _____
Address _____ Phone _____
Name of Contractor BOND Construction
Address 501 RT 206 MAURER N.Y. Phone 782-5525
State whether applicant is owner, lessee, agent, architect, engineer or builder Applicant is BUYER
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4. State existing use and occupancy of premises and intended use and occupancy of proposed construction.
a. Existing use and occupancy VACANT LAND b. Intended use and occupancy Single FAM.
5. Nature of work (check which applicable): New Building X Addition _____ Alteration _____ Repair _____
Removal _____ Demolition _____ Other _____
6. Size of lot: Front Rear 115/110 Depth 205/91 Front Yard 30 FT Rear Yard 150 FT Side Yard 36/36
Is this a corner lot? YES
7. Dimensions of entire new construction: Front 28 FT Rear 24 FT Depth _____ Height _____ Number of stories 2
8. If dwelling, number of dwelling units _____ Number of dwelling units on each floor _____
Number of bedrooms 3 Baths 2 Toilets 2
Heating Plant: Gas _____ Oil X Electric/Hot Air _____ Hot Water oil
If Garage, number of cars _____
9. If business, commercial or mixed occupancy, specify nature and extent of each type of use _____
10. Estimated cost 60,000 Fee _____
(to be paid on this application)
11. School District NEW WINDSOR

Costs for the work described in the Application for Building Permit include the cost of all the construction and other work done in connection therewith, exclusive of the cost of the land. If final cost shall exceed estimated cost, an additional fee may be required before the issuance of Certificate of Occupancy.

AREA LOT SIZE PRICE

TOWN OF NEW WINDSOR, ORANGE COUNTY, N. Y.

Examined.....19.....
 Approved.....19.....
 Disapproved a/c.....
 Permit No.

Office Of Building Inspector
 Michael L. Babcock
 Town Hall, 555 Union Avenue
 New Windsor, New York 12550
 Telephone 565-8807

Refer —
 Planning Board.....
 Highway.....
 Sewer.....
 Water.....
 Zoning Board of Appeals

APPLICATION FOR BUILDING PERMIT

Pursuant to New York State Building Code and Town Ordinances

Date... 30 APR19.. 93..

INSTRUCTIONS

- a. This application must be completely filled in by typewriter or in ink and submitted in duplicate to the Building Inspector.
- b. Plot plan showing location of lot and buildings on premises, relationship to adjoining premises or public streets or areas, and giving a detailed description of layout of property must be drawn on the diagram which is part of this application.
- c. This application must be accompanied by two complete sets or plans showing proposed construction and two complete sets of specifications. Plans and specifications shall describe the nature of the work to be performed, the materials and equipment to be used and installed and details of structural, mechanical and plumbing installations.
- d. The work covered by this application may not be commenced before the issuance of a Building Permit.
- e. Upon approval of this application, the Building Inspector will issue a Building Permit to the applicant together with approved set of plans and specifications. Such permit and approved plans and specifications shall be kept on the premises, available for inspection throughout the progress of the work.
- f. No building shall be occupied or used in whole or in part for any purpose whatever until a Certificate of Occupancy shall have been granted by the Building Inspector.

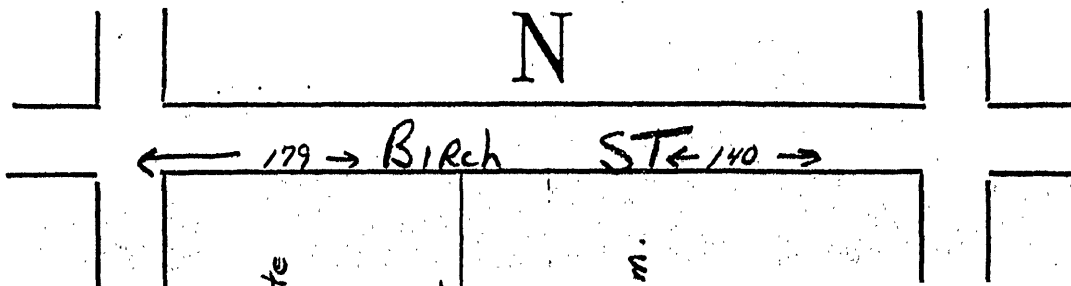
APPLICATION IS HEREBY MADE to the Building Inspector for the issuance of a Building Permit pursuant to the New York Building Construction Code Ordinances of the Town of New Windsor for the construction of buildings, additions or alterations, or for removal or demolition or use of property, as herein described. The applicant agrees to comply with all applicable laws, ordinances, regulations and certifies that he is the owner or agent of all that certain lot, piece or parcel of land and/or building described in this application and if not the owner, that he has been duly and properly authorized to make this application and to assume responsibility for the owner in connection with this application.

.....
 (Signature of Applicant)

.....
 (Address of Applicant)

PLOT PLAN

NOTE: Locate all buildings and indicate all set-back dimensions.
 Applicant must indicate the building line or lines clearly and distinctly on the drawings.



Refer —
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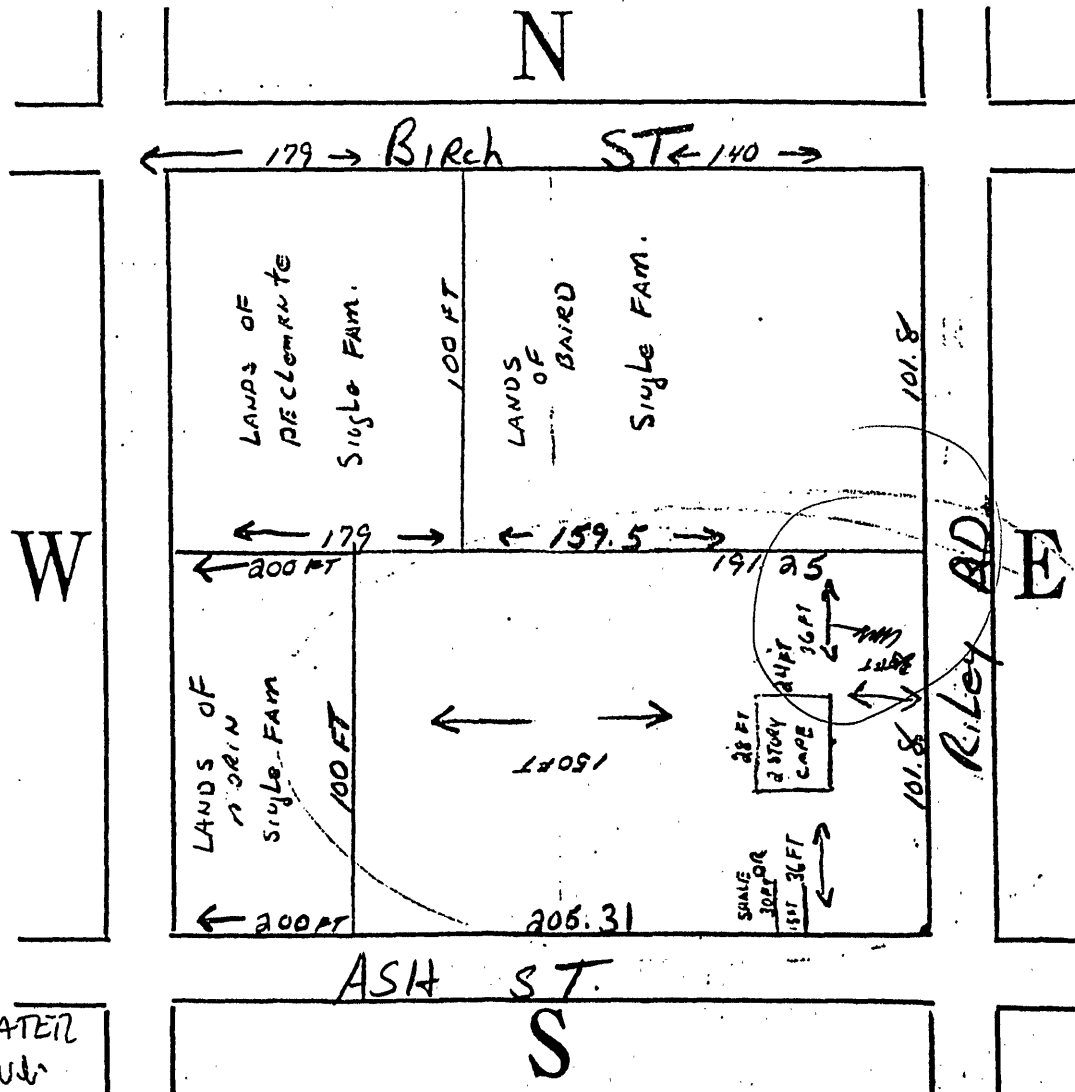
(Signature of Applicant)

(Address of Applicant)

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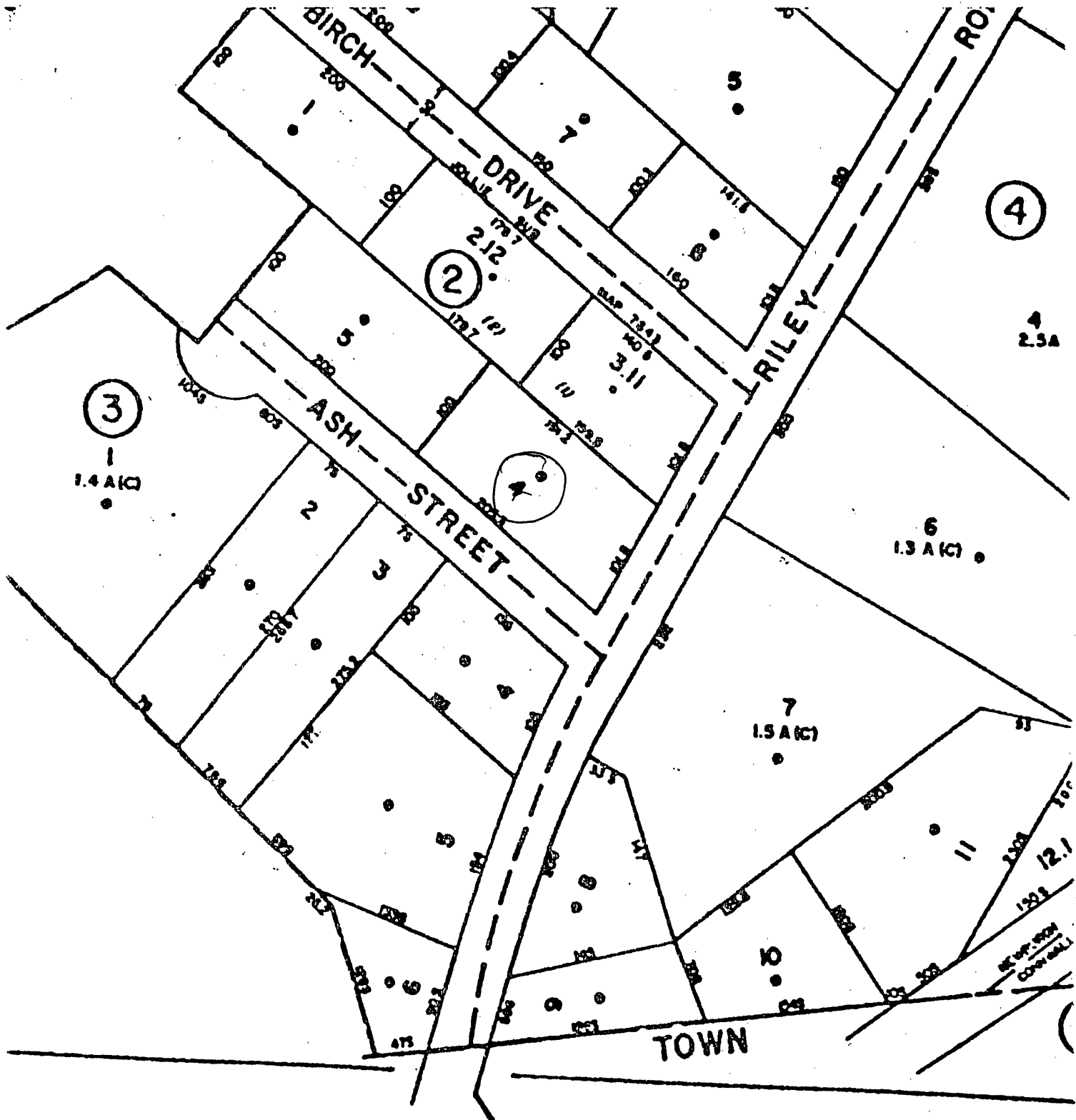
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NO WATER
HAS Sewer

min lot size 32,670

191 x 101



STATE OR COUNTY LINE	FILED PLAN LOT LINE	TAX MAP BLOCK NO
CITY TOWN OR VILLAGE	EASEMENT LINE	TAX MAP PARCEL NO
BLOCK & SECTION LIMIT	WATCH LINE	AREAS
SPECIAL DISTRICT LINE	STREAMS	DIMENSIONS (Feet)
PROPERTY LINE		

Pls. publish immediately. Send bill to: Wm. R. Harnett
9 Forrest Hill Rd.
New Windsor, NY 12553.

PUBLIC NOTICE OF HEARING BEFORE
ZONING BOARD OF APPEALS
TOWN OF NEW WINDSOR

PLEASE TAKE NOTICE that the Zoning Board of Appeals
of the TOWN OF NEW WINDSOR, New York will hold a
Public Hearing pursuant to Section 48-34A of the
Zoning Local Law on the following proposition:

Appeal No. 16.

Request of BUYER William R. HARNETT / RAY Rieker et al
AS POWER OF ATTORNEY FOR FRANK'S DISTRICT
for a VARIANCE of

the regulations of the Zoning Local Law to
permit CONSTRUCTION OF A SINGLE FAMILY RESIDENCE
with INSUFFICIENT lot AREA;

being a VARIANCE of
Section 48-12 TABLE OF USE/BULK reqs. - Col-(C)
for property situated as follows:

CORNER OF ASH + Riley Rd. NEW WINDSOR
KNOWN AS TAX MAP # Sec - 67 Blk-2 lot-4

SAID HEARING will take place on the 28th day of
June, 1993, at the New Windsor Town Hall,
555 Union Avenue, New Windsor, N. Y. beginning at
7:30 o'clock P. M.

James Nugent
Chairman
By: Patricia A. Barnhart,
Secy.

ZONING BOARD OF APPEALS : TOWN OF NEW WINDSOR
COUNTY OF ORANGE : STATE OF NEW YORK

-----X
In the Matter of Application for Variance of

William Harnett,

Applicant.

AFFIDAVIT OF
SERVICE
BY MAIL

93-16.
-----X

STATE OF NEW YORK)
) SS.:
COUNTY OF ORANGE)

PATRICIA A. BARNHART, being duly sworn, deposes and says:

That I am not a party to the action, am over 18 years of age
and reside at 7 Franklin Avenue, New Windsor, N. Y. 12553.

On June 7, 1993, I compared the 37 addressed
envelopes containing the attached Notice of Public Hearing with
the certified list provided by the Assessor regarding the above
application for variance and I find that the addressees are
identical to the list received. I then mailed the envelopes in a
U. S. Depository within the Town of New Windsor.

Patricia A. Barnhart
Patricia A. Barnhart

Sworn to before me this
7th day of June, 1993.

Deborah Green
Notary Public

DEBORAH GREEN
Notary Public, State of New York
Qualified in Orange County
4984065
Commission Expires July 15, 1993

(TA DOCDISK#7-030586.AOS)